

432

Reg. No. 4,158  
Fee Paid \$12.50

MORTGAGE

(No. 52A)

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18424 BOOK 154

THIS INDENTURE Made this 15th day of August

A. D. 19 69, between John A. Connelly and Phyllis M. Connelly, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Douglas Beene and Minnie M. Beene, husband and wife, as  
joint tenants with right of survivorship and not as tenants in  
common, of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Five Thousand (\$5,000.00) and no/100----- DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said part ies of the second part their heirs and assigns forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lot Eleven (11), in Block "C", in Lawrence Heights,  
an Addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said John A. Connelly and Phyllis M. Connelly

do hereby covenant and agree that at the delivery hereof they are the lawful owners of  
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances except a first mortgage to Prudential Investment Company dated  
July 23, 1963, recorded July 25, 1963 in Book 135 at page 37.

This grant is intended as a mortgage to secure the payment of Five Thousand (\$5,000.00) and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said parties of the first part to the  
said part ies of the second part payable in monthly installments of \$155.54 each,  
together with interest thereon at the rate of 7½ per cent per annum from  
date hereof beginning on the 1st day of October, 1969;

and this conveyance shall be void if such payments be made  
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if  
the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due  
and payable, and it shall be lawful for the said parties of the second part their executors, administrators  
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by  
law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together  
with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part ies making  
such sale, on demand to said parties of the first part,

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands  
and seals the day and year first above written.

Signed, Sealed and delivered in presence of

John A. Connelly

Phyllis M. Connelly

STATE OF KANSAS

DOUGLAS County

BE IT REMEMBERED, That on this 29 day of August, A. D. 19 69  
before me, the undersigned, a Notary Public

in and for said County and State, came John A. Connelly and

Phyllis M. Connelly, husband and wife,

to me personally known to be the same person who executed the foregoing instrument  
of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal  
on the day and year last above written.

My Commission expires 4-27-1971 George Hayes Notary Public

George Hayes

Recorded August 29, 1969 at 11:00 A.M.

Lance Beem Register of Deeds

For Satisfaction of Mortgage See Book 162 Page 212.