

MORTGAGE BOOK 154 18711

(No. 82A)

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This Indenture, Made this 20th day of September

A. D. 1969, between Harry R. McCoy and La Merle C. McCoy, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Donald O. Phelps of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-Two Hundred and Nineteen and 59/100 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 party of the second part his 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:

Beginning at the North East corner of Block No. Nine (9);
thence West 110 feet, thence South 234 feet, thence East 110 feet, thence North 234 feet to the place of beginning
all in that part of the City of Lawrence formerly known as North Lawrence, Douglas County, Kansas
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Parties of the First Part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all This grant is intended as a mortgage to secure the payment of Twenty-Two Hundred Nineteen & 59/100 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 party of the second part

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 party of the second part his 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 party making such sale, on demand to said Parties of the First Part their heirs and assigns

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

Signed, Sealed and delivered in presence of

Harry R. McCoy (SEAL)
Harry R. McCoy (SEAL)
La Merle C. McCoy (SEAL)
La Merle C. McCoy (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 20th day of September, A. D. 1969

before me, Rosemary Waymire a Notary Public
in and for said County and State, came Harry R. McCoy and LaMerle C. McCoy, husband and wife

to me personally known to be the same persons 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 Feb 6 1973

Rosemary Waymire
Rosemary Waymire Notary Public

Recorded September 24, 1969 at 12:33 P.M.

Jamie Deam Register of Deeds