

507 Reg. No. 4,421  
Fee Paid \$40.75

MORTGAGE BOOK 155 19731 (No. 228) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 23rd day of December, 19 69 between  
Evalyn Cathrine Benschoter, a widow  
of Lawrence, in the County of Douglas and State of Kansas  
part y of the first part, and Donald O. Phelps  
part y of the second part.

Witnesseth, that the said part y of the first part, in consideration of the sum of  
Sixteen Thousand Two Hundred Ninety-Nine and no/100 DOLLARS  
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by  
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said part y of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lot Seventy-One (71) in Fairfax, an Addition to the City of Lawrence  
with the appurtenances and all the estate, title and interest of the said part y of the first part therein.

And the said part y of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner  
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that she will warrant and defend the same against all parties making lawful claim thereto.  
It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this indenture, pay all taxes

and assessments that may be levied or assessed against said real estate when the same become due and payable, and that she will  
keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and  
directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his  
interest. And in the event that said part y of the first part shall fail to pay such taxes when the same become due and payable or to keep  
said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount  
so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment  
until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Sixteen Thousand Two Hundred Ninety-Nine and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd  
day of December 19 69, and by its terms made payable to the part y of the second  
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the  
said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event  
that said part y of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged.  
If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real  
estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said  
real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute  
and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture  
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for  
the said part y of the second part his heirs, administrators, or assigns, take possession of the said premises and all the improve-  
ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to  
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to  
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any, there be,  
shall be paid by the part y making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all  
benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,  
assigns and successors of the respective parties hereto.

In Witness Whereof, the part y of the first part has hereunto set her hand and seal the day and year  
last above written.

Evelyn Cathrine Benschoter (SEAL)  
Evelyn Cathrine Benschoter

STATE OF Kansas }  
COUNTY of Douglas } ss.  
BE IT REMEMBERED, That on this 23rd day of December A. D. 19 69  
before me, a Notary Public in the aforesaid County and State,  
came Evelyn Cathrine Benschoter, a widow  
to me personally known to be the same person who executed the foregoing instrument 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 February 6 19 73  
Rosemary Waymire Notary Public

Recorded December 30, 1969 at 4:45 P.M.  
By Janice Beaman Register of Deeds  
Blue Neustifter Deputy