

543

Reg. No. 4,442
Fee Paid \$11.25

MORTGAGE BOOK 155 19865 (No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 15th day of January

A. D. 1970, between Gary Pichelmann, a single man,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Nathan H. Lynch

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Four Thousand Five Hundred DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y 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:

Lot 28 on New York Street, also known as 714 New York Street,
in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Gary Pichelmann does hereby covenant and agree that at the delivery hereof he 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

This grant is intended as a mortgage to secure the payment of \$4,500.00 Dollars, according to the terms of a certain Mortgage Note this day executed and delivered by the said Gary Pichelmann

said part Y of the second part; said note bearing interest at the rate of 9% per annum until paid; both principal and interest shall be payable in monthly installments of \$86.70, commencing on the first day of February, 1970, and on the first day of each month thereafter until the principal and interest are fully paid,

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 part Y 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 part making such sale, on demand to said Gary Pichelmann, or his

heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Gary Pichelmann (SEAL)

Gary Pichelmann (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,
Douglas County

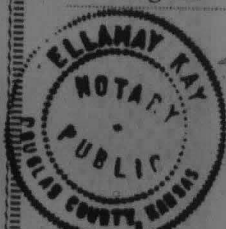
BE IT REMEMBERED, That on this 15th day of January A. D. 1970 before me, Ellamay Kay a Notary Public in and for said County and State, came Gary Pichelmann, a single man,

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 Sept. 3 1973

Ellamay Kay Notary Public



Recorded January 15, 1970 at 9:31 A.M.

Janice Beem Register of Deeds