

MORTGAGE BOOK 155 19876 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 13th day of January  
A. D. 19 70, between Arthur Spillman and Rose Spillman, husband and wife,of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Donald O. Phelps

Party of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of  
Six Hundred and Fifty-Four and no/100 DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do  
 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:

Lots 20, 22 and 24 in Block 2 in Belmont Addition to the  
 City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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  
 incumbrances

This grant is intended as a mortgage to secure the payment of Six Hundred and Fifty-Four 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 y of the second part and payable in six (6) equal monthly installments of  
One Hundred and Nine (\$109.00) and no/100 Dollars due on the 13th day of each  
 succeeding month beginning February 13, 1970

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, administrat-  
 ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-  
 scribed 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 y  
 making such sale, on demand to said Parties of the First Part their heirs and assigns

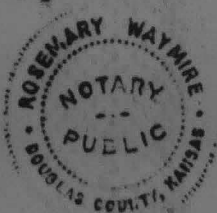
In Witness Whereof, The said part ies of the first part have hereunto set their  
 hands and seal at the day and year first above written.

Signed, Sealed and delivered in presence of

Arthur Spillman (SEAL)  
Rose Spillman (SEAL)  
Rose Spillman (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 13th day of January A. D. 19 70before me, Rosemary Waymire a Notary Publicin and for said County and State, came Arthur Spillman and Rose  
Spillman, husband and wifeto 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 February 6 1973

Rosemary Waymire Notary Public  
Rosemary Waymire