

MORTGAGE

BOOK 156

20743

16-3-T. W.

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this 13th day of April

A. D. 19 70

between Arthur Spillman and Rose Spillman, husband and wife

of Douglas County, in the State of Kansas

, of the first part

and Donald O. Phelps

of Douglas County, in the State of Kansas

, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Eight Hundred and Ninety-Four and no/100 ----

and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto

said part of the second part, his heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas to wit:

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

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument 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 and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Eight Hundred and Ninety-Four and no/100 ----- DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Arthur Spillman and Rose Spillman, husband and wife,

have this day executed and delivered one certain promissory note in writing to said part of the second part, of which the following

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Arthur Spillman
Arthur Spillman

Rose Spillman
Rose Spillman

ATT. REV. 9-54
58407 531 6-03

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 13th day of April A. D. 19 70 before me,

the undersigned, Notary Public in and for the County and State of Kansas, do hereby certify that

Arthur Spillman and Rose Spillman, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written. Notary Public

Term Expires February 6, 19 73

Rosemary Waymire
Rosemary Waymire Notary Public.

ASSIGNMENT

Recorded April 17, 1970 at 9:31 A.M.

James Beem
Register of Deeds