

MORTGAGE

21229

162-T.W.

BOOK 156

Hall Litho. Co., Inc., Topeka

THIS INDENTURE, Made this 2nd day of June A. D. 19 70
 between Paul E. Stowe
 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 part y of the first part, in consideration of the sum of
 Six Thousand Four Hundred Sixty-Seven and $\frac{31}{100}$ DOLLARS,
 the receipt of which is hereby acknowledged, do es 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:

Lot Number One Hundred Sixty-Five (165) on the South Side
 of Perry Street, in Subdivision of Southwest Block of Addition

Number Three (3) in that part of the City of Lawrence, known
 as North Lawrence.

Said part of the first part do es hereby covenant and agree that at the delivery of this instrument
 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 except
 and that he 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 part y of the first part hereby agree s to pay all taxes assessed on said premises before any pen-
 alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
 in the sum of Five Thousand 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

Paul E. Stowe
 has this day executed and delivered One certain promissory note in writing to said part y
 of the second part, of which the following

NOW, if said part y of the first part shall pay or cause to be paid to said part y 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 dis-
 charged 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 part y of the second part shall be entitled to the possession of said
 premises.

IN WITNESS WHEREOF, The said part y of the first part ha s hereunto set his
 hand -- the day and year first above written.

Paul E. Stowe
 Paul E. Stowe

STATE OF KANSAS, Douglas COUNTY, ss.
 RE IT REMEMBERED, That on this 2nd day of June A. D. 19 70 before me,
 Notary Public
 Paul E. Stowe
 in and for the County and State

who is personally known to me to be the same person s who executed the within instrument of writ-
 ing, and such person has duly acknowledged the execution of the same.

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

Term expires January 31, 19 72

Archie L. Mills
 Archie L. Mills Notary Public.

Recorded June 4, 1970 at 9:46 A.M.

Yennie Beem Register of Deeds