Fee Paid \$32.50 MORTGAGE 16-2-T. W. Hall Litho, Co., Inc., Topeka BOOK 157 21676 THIS INDENTURE, Made this · 2nd day of July A. D. 19 70 Nabe B. Smart and Betty Jolean Smart, husband and wife between DouglasCounty, in the State of Kansas , of the first part Donald C. Phalps and Douglas County, in the State of Kansas , of the second part: WITNESSETH; That said part i soft he first part, in consideration of the sum of

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---Thirteen Thousand and Twenty ----and no DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto his heirs and assigns, all the following described Real Estate, said part y of the second part, situated in Douglas County, and State of Kansas to wit:

Lot No. Thirtsen (13) in Addition No. Six (6)

in that part of the City of Lawrence, formarly

known as North Lawrence

Said part iss of the first part do hereby covenant and agree that at the delivery of this instrument they are the lawful owners of the promises 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 thereanto belonging or in anywise appertaining, forever. Said part iss of the first part hereby agree 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 DOLLARS in the sum of ---- Eight Thousand and no/100 --- Di in some insurance company satisfactory to said mortgagee. PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said DOLLARS

Nobe B. Smart and Betty Joleen Smart have this day executed and delivered one certain promissory note in writing to said part y of the second part, advablant the following xxxxxxxxx copxxxxxxx payeble in eighty-four (84) equal monthly installments of \$155.00 each due on the 16th day of each month, beginning August 16, 1970

NOW, if said parties 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 option of the folder hereof, and said part y of the second part shall be entitled to the possession of said premises.

or mises. The with the day and year first above written.

Nebe B. Shart Batty Joleen Smart Bitty

ATT. BEV. 9-64 58407 5M 6-68

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