

464

MORTGAGE

(No. 52A)

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

**This Indenture**, Made this 24th day of November

A. D. 1970, between Harold J. Bunce and Sharon Bunce, his 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 parties of the first part, in consideration of the sum of  
Forty-Eight Hundred and no/100 DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said party 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 Seventeen (17) and Eighteen (18) in Frazier Subdivision,  
Addition No. Four (4), located in North Lawrence, Kansas and  
commonly known as 328 Maiden Lane

with all the appurtenances, and all the estate, title and interest of the said parties 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

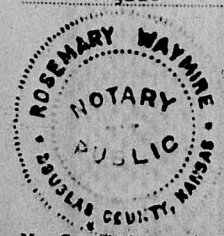
This grant is intended as a mortgage to secure the payment of Forty-Eight Hundred and no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Parties of the First Part to the  
said party of the second part, and payable in sixty (60) equal monthly installments  
of Eighty (\$80.00) Dollars each due on the 24th of each month beginning December  
24, 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 party 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 party  
making such sale, on demand to said Parties of the First Part their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hands and seal the day and year first above written.  
Signed, Sealed and delivered in presence of

Harold J. Bunce (SEAL)  
Sharon Bunce (SEAL)  
Sharon Bunce (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County ss:



BE IT REMEMBERED, That on this 24th day of November A. D. 1970  
before me, Rosemary Waymire a Notary Public  
in and for said County and State, came Harold J. Bunce and Sharon  
Bunce, his wife,  
to me personally known to be the same persons 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 Feb. 6 1973  
Rosemary Waymire Notary Public

Janice Beem Register of Deeds