

547

Reg. No. 5,237
Fee Paid \$5.75

MORTGAGE

23404

(No. 82A)

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BOOK 158

This Indenture, Made this 7th day of December

A. D. 1970, between Clarence T. Payne and Frances Payne, 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 parties of the first part, in consideration of the sum of
 ---Twenty-Three Hundred Seventeen and 50/100--- 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: The North 1/2 of Lot 17 in Simpson's Subdivision in North Lawrence,
 and that portion of the South Half of Lot No. Twenty (20) in Addition No. Eleven (11), in
 North Lawrence described as follows: Commencing at the South East corner of Lot No. Twenty
 (20), in Addition No. Eleven (11) being on the North side of Elm Street, in North Lawrence,
 thence running West 106 feet, thence North 135 8/10 feet, thence East 106 feet, thence
 South 135 8/10 feet to beginning, less the West 50 feet of said tract, in Douglas County,
 Kansas; and the West fifty (50) feet of the following described tract: Commencing at the
 Southeast corner of Lot Twenty (20), in Addition No. Eleven (11), on the North side of Elm
 Street, in the portion of the City of Lawrence formerly known as North Lawrence, thence
 running West one hundred Six (106) feet, thence North 135 8/10 feet, thence East 106 feet,
 thence South 135 8/10 feet to place of beginning

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 Twenty-Three Hundred Seventeen and 50/100
 Dollars, according to the terms of one certain note this day executed and delivered by the
 said Parties of the First to the
 said party of the second part and payable in thirty (30) equal monthly installments of
 \$77.25 each due on the 15th day of each month beginning January 15, 1971

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, administrators,
 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

Clarence T. Payne (SEAL)

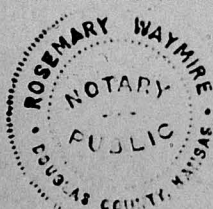
Frances Payne (SEAL)

Frances Payne (SEAL)

STATE OF KANSAS,

Douglas

County ss:



BE IT REMEMBERED, That on this 7th day of December A. D. 1970

before me, Rosemary Waymire a Notary Public

in and for said County and State, came Clarence T. Payne and

Frances Payne, husband and 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

Recorded December 10, 1970 at 11:00 A. M.

Garvie Beem Register of Deeds