

MORTGAGE

26268

(No. 52A)

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This Indenture

BOOK 161

6th

day of August

A. D. 1971, between Henry E. Beers and Eunice M. Beers, husband and wife,

of Lawrence ~~Kansas~~, in the County of Douglas and State of Kansas
of the first part, and Lawrence Loan & Investment, Inc., Lawrence, Kansas

Party of the second part.

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

Thirty-Two Hundred and Seventy-Six 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 its 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:

Lot Seven (7), Block One (1), in Belmont Addition, and Addition to the
City of Lawrence, Kansas

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 Thirty-Two Hundred Seventy-Six and no/100
Dollars, according to the terms of ~~one~~ certain security agreement this day executed and delivered by the
said Parties of the First Part to the
said party of the second part, and payable in thirty-six (36) equal monthly
payments of \$91.00 each due on the 7th day of each month,
beginning September 7, 1971

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 its 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
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Henry E. Beers (SEAL)
Eunice M. Beers (SEAL)
Eunice M. Beers (SEAL)

STATE OF KANSAS,

Douglas County

ss:



BE IT REMEMBERED, That on this 6th day of August A. D. 1971
before me, D. O. Phelps a Notary Public
in and for said County and State, came Henry E. Beers and Eunice M.
Beers, 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 Nov 14 1973

D. O. Phelps Notary Public

Recorded August 9, 1971 at 10:01 P.M.

Manie Beers Register of Deeds