

This Indenture,

Made this 23rd day of May

in the year of our Lord nineteen hundred fifty-two between

Lester C. McMullen and Retha A. McMullen, his wife

of Lawrence in the County of Douglas and State of Kansas

of the first part, and F. E. Smith and Jennie Smith, his wife,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen Hundred (\$1800.00) 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 parties of the second part their 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 1 and 2 in Block 5, in Belmont, an 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 owners 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 Eighteen Hundred (\$1800.00) 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 parties of the second part.

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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 parties of the first part their heirs and assigns.

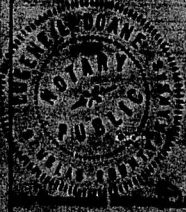
In witness whereof, The said parties of the first part have hereunto set their hand and seal this day and year first above written.

Signed, sealed and delivered in presence of

Lester C. McMullen (SEAL)
Retha A. McMullen (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Douglas County,) ss.



Be it Remembered, That on this 23rd day of May A. D. 19 52

before me, the undersigned, a Notary Public

in and for said County and State, came Lester C. McMullen and Retha

A. McMullen, 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

this day and year last above written.

Origen D. Down Notary Public

December 29, 1955

Handwritten notes:
Please
I have presented Lester C. McMullen and Retha A. McMullen, husband and wife, before me on the 23rd day of January, 1952, and they have acknowledged the execution of the foregoing instrument of writing, and duly acknowledged the execution of the same.
F. E. Smith