

This Indenture,

Made this 13th day of June

A. D., 1952, between James M. Leitnaker and Ivy Jean Leitnaker, his wife

of Baldwin City in the County of Douglas and State of Kansas
of the first part, and Iver J. Kloster and Addie M. Kloster

of the second part.

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

One thousand four 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 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:

Beginning at a point 35 rods West of the North East corner of the North East Quarter of Section 9, Township Fifteen (15), Range Twenty (20), thence south 80 rods, thence West 12 rods, thence North 80 rods, thence East 12 rods to the place of beginning.

Note: This mortgage is given for the purpose of correcting the error in the description contained in a certain mortgage executed by first parties to second parties dated May 27, 1952, recorded June 6, 1952, in Book 102 at Page 103 in the Office of the Register of Deeds of Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James M. Leitnaker and Ivy Jean Leitnaker

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 except a note and mortgage to the Ottawa Building and Loan Association, of Ottawa, Kansas for Five Thousand Dollars (\$5,000.00).

This grant is intended as a mortgage to secure the payment of One Thousand Four Hundred (\$1,400.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said James M. Leitnaker and Ivy Jean Leitnaker to the said parties of the second part Iver J. Kloster and Addie M. Kloster

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 making such sale, on demand, to said James M. Leitnaker and Ivy Jean Leitnaker their heirs and assigns

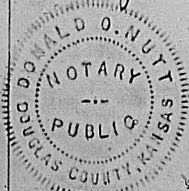
In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James M. Leitnaker (SEAL)
Ivy Jean Leitnaker (SEAL)

STATE OF KANSAS,

Douglas County, } ss.



Be It Remembered, That on this 13th day of June A. D. 1952

before me, The undersigned a Notary Public in and for said County and State, came James M. Leitnaker and Ivy Jean Leitnaker, his wife

to me personally known to be the same person 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 March 8 1954

Donald O. Nutt Notary Public