

This Indenture,

Made this 24th day of June

A. D., 19 52, between Monroe D. Murray and Margie J. Murray, husband and wife

of Lawrence in the County of Douglas and State of Kansas
of the first part, and E. Rice Phelps

Party of the second part.

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

Sixteen Hundred and Ninety-Eight and no/100 ***** DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha _____ sold and by these presents do _____ grant, bargain, sell and Mortgage to the said part y 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 Fifteen (15) and Sixteen (16) in Block Twenty-Six (26),
in University Place Annex, an Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Sixteen Hundred Ninety-Eight 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 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 part his 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 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 part y making such sale, on demand, to said Parties of the First Part

their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Monroe D. Murray (SEAL)
Margie J. Murray (SEAL)

(SEAL)

STATE OF KANSAS, }
Douglas County, } ss.

Be It Remembered, That on this 24th day of June, A. D. 19 52 before me, D. O. Phelps, a Notary Public

in and for said County and State, came Monroe D. Murray and Margie

J. Murray, husband and 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 November 14 19 53

D. O. Phelps Notary Public

