

This Indenture, Made this 14th day of July A. D., 1952, between Roy H. Snowbarger, and Thelma Snowbarger, his wife,

of Douglas County and State of Kansas of the first part, and L. H. KERRY

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand (\$5,000.00) 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, 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 East Sixty (60) acres, of the South Half (1/2) of the Northeast Quarter (NE 1/4) of Section Number Twenty eight (28), Township Number Fourteen (14), Range Number Twenty (20), in 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 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 (\$5,000.00) Five Thousand and no/100 Dollars, according to the terms of one certain promissory 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 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 prescribed by law, and out of all the money's arising from such sale to retain the amount there 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Roy H. Snowbarger (SEAL) Thelma Snowbarger (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 14th day of July A. D. 1952

before me Clarence M. Correll, a Notary Public in and for said County and State, came Roy H. Snowbarger and Thelma Snowbarger, his wife,

known personally to me to be the same persons who executed the foregoing instrument of writing, and they acknowledged the execution of the same.

My Witness and Seal this 14th day of July, 1952, I have hereunto subscribed my name and affixed my official seal on the day and year first above written.

Clarence M. Correll

4th July 1952 Dan Howard & Buck By Marie Utchen