

This Indenture, Made this 12 day of July

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

Thomas M. Walburn, Sr. and Imogene Walburn, husband and wife,

of Lawrence in the County of Douglas and State of Kansas

of the first part, and Theodore H. Johnson of the second part.

Witnesseth. That the said parties of the first part, in consideration of the sum of Fifteen Hundred and no/100ths 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:

Beginning at the Southeast corner of the Southwest quarter of Section 13, Township 13 South, Range 18 East of the 6th P. M.; thence West to a point 3,112 feet West of the Southeast corner of Section 13, Township 13, Range 18; thence North 650 feet more or less to the center of Wakarusa River; thence Southeast down the center of said river to the East line of said Southwest quarter; thence South 200 feet more or less to the point of beginning, containing 4.15 acres, more or less, 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 Fifteen hundred and no/100ths Dollars, according to the terms of one certain note this day executed and delivered by the said Thomas M. Walburn, Sr. and Imogene Walburn, husband and wife 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 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 Thomas M. Walburn, Sr. and Imogene Walburn, husband and wife, their heirs and assigns

This is understood and agreed to be a purchase money mortgage.

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

Signed, sealed and delivered in presence of

Thomas M. Walburn Sr. (SEAL)
Imogene Walburn (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS

Johnson County, } ss.

Be it Remembered, That on this 12th day of July A. D. 1952

before me, the undersigned, a Notary Public

in and for said County and State, came Thomas M. Walburn, Sr. and

Imogene Walburn, 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 My Commission Expires Jan. 18, 1956

Joseph S. Senahan Notary Public.

Harold A. Beck

25 January 53
Wardhauber