

# This Indenture,

Made this 30th day of June  
A. D. 19 52 between Maynard L. Cowan and Mary D. Cowan, his wife and  
Richard E. Cowan and Jean Cowan, his wife

of \_\_\_\_\_, in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, or the survivor of  
them as joint tenants and not as tenants in common

of the second part.  
Witnesseth, That the said part ies of the first part, in consideration of the sum of  
FOUR THOUSAND & No/100 ----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant,  
bargain, sell and Mortgage to the said part ies 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:

All south of U. S. Highway No. 50, in the East  
60 acres of the Southeast Quarter of Section  
Two (2), Township Fifteen (15), Range Twenty (20),  
two acres more or less

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 whatsoever

This grant is intended as a mortgage to secure the payment of FOUR THOUSAND & 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 part ies of the second part said note to bear interest at the rate of five percent  
per annum

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 ies of the second part ies 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 ies 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  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Maynard L. Cowan (SEAL)  
Mary D. Cowan (SEAL)  
Richard E. Cowan (SEAL)  
Jean Cowan (SEAL)