

This Indenture, Made this 26th day of July A. D. 1952, between L. E. Parker and Virginia J. Parker, his wife,

of Lawrence in the County of Douglas and State of Kansas of the first part, and E. G. Davis of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of SEVEN HUNDRED AND TEN DOLLARS (\$710.00) 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:

Lot Three (3), Addition No. Five (5), North Lawrence, City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 SEVEN HUNDRED AND TEN DOLLARS (\$710.00) Dollars, according to the terms of a certain note this day executed and delivered by the said L. E. Parker and Virginia J. Parker, his 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 first parties 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

L. E. Parker (SEAL) Virginia J. Parker (SEAL)

STATE OF KANSAS DOUGLAS County ss.

Be It Remembered, That on this 26th day of July A. D. 1952

before me Forest A. Jackson a Notary Public in and for said County and State, came L. E. Parker and Virginia J. Parker, his 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

Oct. 28 1952

Forest A. Jackson Notary Public

