

# This Indenture,

Made this 15th day of August

A. D., 1952, between Joseph N. Raybern and Margaret E. Raybern, husband and wife

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

Party of the second part.

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

Two Thousand Eighty 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:

Lot #11, less the south 5 feet and all of Lot #12 and South one-half of Lot #13, all in Block #112, in City of Eudora, 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 Joseph N. Raybern and Margaret E. Raybern, husband and wife 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 --no exceptions--

This grant is intended as a mortgage to secure the payment of Two Thousand Eighty and No/100\*\*\* Dollars, according to the terms of one certain Note this day executed and delivered by the said Joseph N. Raybern and Margaret E. Raybern, husband and wife to the said party of the second part, his heirs and assigns

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 Joseph N. Raybern and Margaret E. Raybern, husband and wife, Their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Joseph N. Raybern (SEAL)  
Margaret E. Raybern (SEAL)

STATE OF KANSAS

County, ss.

Do It Remembered, That on the 15th day of August A. D. 1952

before me, E. Rice Phelps, Notary Public in and for said County and State, came Joseph N. Raybern and Margaret E. Raybern, husband and wife,



and he personally known to me the said Notary Public who executed the foregoing instrument of mortgage and mortgage, and the execution of the same. I have hereunto subscribed my name and affixed my official seal at the time and place above written.

Notary Public  
Reg. of Deeds