

This Indenture,

Made this 3rd day of June

A. D. 19 52, between Charles W. Barkley and Frances H. Barkley, husband and wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Joseph A. Cleavinger and Margaret S. Cleavinger, husband and wife

of the second part.

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

One Thousand and no/00 - - - - - 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 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:

The East 6 acres of the South 20 acres of the North 30 acres of the Northeast Quarter of the Southwest Quarter of Section 4, Township 15, Range 20, Douglas County, Kansas; and Lot Numbered 199 on Indiana Street, Baldwin City, Kansas; and Lot Numbered 172 and the West one-half of Lot Numbered 170 both on High Street, Baldwin City, Kansas

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

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 One Thousand Dollars

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

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 their 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

their heirs and assigns

In Witness Whereof, The said part ies 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

Charles W. Barkley (SEAL)
Frances H. Barkley (SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be It Remembered, That on this 3rd day of June A. D. 19 52

before me Hale Steele, a Notary Public

in and for said County and state, came Charles W. Barkley and Frances H. Barkley, husband and wife

to me personally known to be the same person who executed the within 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 December 12 19 55



Hale Steele
Notary Public