

BOOK 102

This Indenture,

Made this 2nd day of August A. D., 1948, between Bruce Evans Hoad, a single man

of Lecompton in the County of Douglas and State of Kansas
of the first part, and Una S. Kreider

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Twenty five hundred and no/100 * * * * * DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has s sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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 a point in the middle line of second street, thirty six and one half (36 1/2) rods east of the west line of the east half of Section thirty four (34) of Township eleven(11), Range eighteen (18), thence north to the right bank of the Kansas river, thence in a Southeasterly direction along said bank to the middle line of vacated Isaac Street, thence South to the intersection of said middle line of Isaac Street with the middle line of Second Street, thence west forty two and one half (42 1/2) rods to the place of beginning, containing thirty acres more or less, except the Santa Fe right of way according to the recorded plat with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof he is 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 Twenty five hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part Y 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 Y of the second part her 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 Y making such sale, on demand, to said party of the first part his heirs and assigns

In Witness Whereof, The said part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of Bruce Evans Hoad (SEAL)

STATE OF KANSAS, }
Douglas County, } ss.

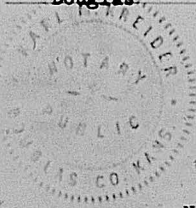
Be It Remembered, That on this 2 day of July A. D. 1948 before me, Karl M. Kreider, a Notary Public

in and for said County and State, came Bruce Evans Hoad a single man

to me personally known to be the same person 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 November 10 1951 Karl M. Kreider Notary Public



plat of the City of Lecompton

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transcribed