

This Indenture, Made this 22nd day of September
A. D. 19 52, between William Taylor Carter and Oma Belle Carter, his wife

of Lawrence, in the County of Douglas and State of Kansas

of the first part, and

Edward T. Followell

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of **Four Thousand Five Hundred 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 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:

All of Lot Five (5) and the South Twenty-five (25) feet
of Lot Four (4) less the East Seven (7) feet Nine (9)
inches of said Lots on Vermont Street all in Block Ten
(10) in Babcock's Enlarged Addition to the City of
Lawrence, in Douglas County, 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 first parties

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 Four Thousand Five Hundred and no/100 Dollars, according to the terms of one certain promissory note this day executed and delivered by the said first parties

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, 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 part Y making such sale, on demand, to said

first parties, 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

William Taylor Carter (SEAL)

Oma Belle Carter (SEAL)

STATE OF KANSAS

Douglas County,

ss.

Be It Remembered, That on this 22nd day of September A. D. 19 52

before me, the undersigned a Notary Public

in and for said County and State, came William Taylor Carter and

Oma Belle Carter, his wife

to me personally known to be the same person s 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 11/25/54

Marjorie Daniel Notary Public.

