

This Indenture, Made this 18th day of September A. D., 1952, between S. E. Hill, a single man

of Lawrence in the County of Douglas and State of Kansas of the first part, and Carl Miller

of the second part.

Witnesseth, That the said part 7 of the first part, in consideration of the sum of Seven Hundred (\$700.00) DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has 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:

Beginning at a point Sixteen (16) rods South of the Northwest corner of the Southwest Quarter (SW 1/4), of the Northwest Quarter (NW 1/4) of Section Twenty-four (24), Township Twelve (12) South, Range Nineteen (19), East of the 6th. P.M., thence East Twenty-five (25) rods, thence South Twelve and Eight Tenths (12.8) rods, thence West Twenty-five (25) rods, thence North Twelve and Eight Tenths (12.8) rods to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said party 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 Seven Hundred (\$700.00) 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 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 party of the first part heirs and assigns

In Witness Whereof, The said party 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 S. E. Hill (SEAL) (SEAL) (SEAL) (SEAL)



Be It Remembered, That on this 18th day of September A. D. 1952 before me, the undersigned, a Notary Public in and for said County and State, came S. E. Hill 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. Frank Fox Notary Public

My Commission expires July 7 1956

Handwritten notes at the bottom of the page, including 'I have...' and 'and the...'.