

# This Indenture,

Made this 23rd day of September  
A. D. 19 52, between J. R. Peddicord and Evelyn D. Peddicord, his wife,

of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Florence J. Hunter

of the second part.

**Witnesseth**, That the said part ies of the first part, in consideration of the sum of Fifty-five Hundred (\$5500.00) ----- 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 y of the second part her 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 Two-Hundred and Two (202) in The Elms, an Addition  
to the City of Lawrence,

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 of the first part

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 Fifty-five Hundred (\$5500.00) ----- Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said part y of the second part and payable in monthly installment of \$75.00 each, with interest from date at the rate of six per cent per annum,

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 parties of the first part

their heirs and assigns

**In Witness Whereof**, The said part ies of the first part have hereunto set their hand, and seals the day and year first above written.

Signed, Sealed and delivered in presence of

J. R. Peddicord (SEAL)  
Evelyn D. Peddicord (SEAL)  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)

STATE OF KANSAS

Douglas County, ss.



**Be It Remembered**, That on this 23d day of September, A. D. 19 52, before me, \_\_\_\_\_ the undersigned \_\_\_\_\_ a Notary Public

in and for said County and State, came J. R. Peddicord and Evelyn D. Peddicord, his wife

to me personally known to be the same persons 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 February 24, 1955

B. E. Jacquies Notary Public