

47443 BOOK 102

MORTGAGE-Standard Form

(No. 52 A)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 1st day of October

A. D., 1952, between Richard E. Cowan and Jean Cowan, his wife and
Maynard Cowan and Mary Cowan, his wife

of _____ in the County of _____ and State of _____
of the first part, and Henry W. Miskimen and Lucy E. Miskimen, or the survivor of
them as joint tenants and not as tenants in common

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of
TWELVE HUNDRED & No/100 - - - - - DOLLARS
to them duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es 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:

That part of the East Sixty (60) acres lying South of
U. S. Highway 60, in the Southeast Quarter of Section
Two (2), township fifteen (15), Range Twenty (20),
Douglas County, Kansas, two acres more or less

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 e 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 excepting a mortgage in the amount of \$4000.00 to parties of the second
part

This grant is intended as a mortgage to secure the payment of Twelve Hundred & No/100 - - - - -
Dollars, according to the terms of one certain mortgage this day executed and delivered by the
said parties of the first part to the
said part ies of the second part said note to bear interest at the rate of five percent
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 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 of the first part
their heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their
hand s and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Maynard Cowan (SEAL)
Mary Cowan (SEAL)
Jean Cowan (SEAL)
Richard E. Cowan (SEAL)

STATE OF KANSAS, }
County, } ss.

Be It Remembered, That on this 4th day of Oct A. D. 1952

before me, James A. Murray, a Notary Public
in and for said County and State, came Richard E. Cowan and
Jean Cowan, his wife

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.

Notary Public Expires Feb 25 1954

James A. Murray Notary Public

