

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 5th day of January

A. D. 1953, between Ernest N. Christie and Hazel B. Christie, husband and wife

of Baldwin, in the County of Douglas and State of Kansas of the first part, and Arthur Raymond Francis Jr. and Mintie Elizabeth Francis

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Five Hundred & 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 parties 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:

The South East Quarter of the Southeast Quarter of Section Nine (9) South west Quarter of the Southeast Quarter of Section Nine (9), all in Township Fifteen (15), Range Twenty (20), in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a First Mortgage to the Federal Land Bank for

Twenty Nine Hundred Dollars--

This grant is intended as a mortgage to secure the payment of Five Hundred & No/100 Dollars, according to the terms of One certain Note this day executed and delivered by the said parties of the First part to the said parties 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 parties of the second part 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 parties of the First part their heirs and assigns

In Witness Whereof, The said parties 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

Ernest N. Christie (SEAL) Hazel B. Christie (SEAL)

STATE OF KANSAS

County, ss.

Be It Remembered, That on this 5th day of January A. D. 1953

before me, Hale Steele a Notary Public in and for said County and State, came Ernest N. Christie and Hazel B. Christie to me personally known to be the same persons who executed the within 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 December 12 1955

Hale Steele Notary Public

