

This Indenture, Made this 29th day of January A. D. 1953, between Elmer A. Schiller and his wife, Laura Alice Schiller

of Lawrence, in the County of Douglas and State of Kansas of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy 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 party of the second part, its 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 190 feet South of the Northwest corner of the North Half of the Southwest Quarter of Section No. 12, Township No. 13, Range No. 19, thence East 775 feet, thence North 190 feet to the North line of the said North Half of the said Southwest Quarter, thence East to the Northeast corner of said North Half of said Southwest Quarter, thence South to the southeast corner of the said North Half of said Southwest Quarter, thence West to a point 775 feet East of the Southwest corner of the North Half of said Southwest Quarter, thence North 780 feet, thence West 775 feet, thence North 355.75 feet to the point of beginning, less Public Highway, also described as Tracts Nos. 2, 3 and 8 of Survey No. 1475, said tracts of land containing 62.78 acres more or less.

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 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 Seventy Five Hundred and 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 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, its successors 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Elmer A. Schiller (SEAL)
Laura Alice Schiller (SEAL)

STATE OF KANSAS
Douglas County, ss.

Be It Remembered, That on this 31st day of January A. D. 1953

before me, the undersigned, a Notary Public in and for said County and State, came Elmer A. Schiller and his wife, Laura Alice Schiller

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 Dec 31 1956

Notary Public, Pearl E. Enick



Handwritten notes at the bottom of the page, including 'The said parties...' and 'Building and Loan Association'.