

**This Indenture,** Made this 31st. day of January  
A. D., 1953, between Ray O. Wiggins and Betty Jane Wiggins, his wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Mrs. Margaret Koehler

of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum of  
Twelve Hundred (\$1200.00) -- 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 party 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:

Commencing at a point Ten (10) rods South of the Northwest corner of the  
South Fractional Half (1/2) of the Northeast Fractional Quarter (1/4) of  
Section Five (5), Township Thirteen (13), South Range Twenty (20) East  
of the Sixth Principal Meridian, thence East Eighty (80) rods, thence  
South Ten (10) rods, thence West Eighty (80) rods, thence North Ten  
(10) rods to place of beginning, containing Five acres.

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

This grant is intended as a mortgage to secure the payment of Twelve Hundred (\$1200.00) --  
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 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 party making such sale, on demand, to said parties of the first part  
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

Ray O. Wiggins (SEAL)  
Betty Jane Wiggins (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County, } ss.

**Be It Remembered,** That on this 2nd day of February A. D. 1953  
before me, the undersigned, a Notary Public

in and for said County and State, came Ray O. Wiggins and  
Betty Jane Wiggins, 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 July 7 1956

Frank Fox Notary Public

