

# This Indenture,

Made this 17th day of February

A. D. 1953, between Ernest M. Logan and Aurora E. Logan, Husband and Wife

of Douglas Lawrence, in the County of Douglas and State of Kansas  
of the first part, and Mrs. Viola K. Hudson

of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum of One Thousand and no/100 (\$1000.00) 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 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:

Lot Seventy (70) in Block Fourteen (14) on Illinois Street  
in West Lawrence, and Addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ernest M. Logan and Aurora E. Logan, Husband and Wife 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 One Thousand and no/100 (\$1000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Ernest M. Logan and Aurora E. Logan, Husband and Wife to the said party of the second part a memorandum

Amount \$1000.00  
date Feb. 17 1953 Principal payable \$41.00, March 11, 1953 and \$41.00  
6% per annum the 11th of each month thereafter until paid in full  
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

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

*Ernest M. Logan* (SEAL)

*Aurora E. Logan* (SEAL)

STATE OF KANSAS

Douglas County, <sup>MO.</sup>

**Be It Remembered,** That on this 17th day of February A. D. 1953

before me, Delbert C. Gerstenberger, a Notary Public

in and for said County and State, came Ernest M. Logan and

Aurora E. Logan, Husband and 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 Feb 26, 1955

*Delbert C. Gerstenberger* Notary Public.

