

This Indenture, Made this 15th day of April

A. D., 1953, between H. E. Eustace and Ethel J. Eustace, his wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Elizabeth Howard

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Three Thousand and no/100 (\$3,000.00) - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, he has sold and by these presents do grant, bargain, sell and Mortgage to the said part 2 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:

The East Thirty-five (35) feet of Lot Fifteen (15) and all of Lot Sixteen (16) in Block Six (6) in Steele's Sub-division in Earl's Addition to the City of Lawrence, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Three Thousand (\$3,000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said part 2 of the second part

and if the conveyance shall be void if such payments be made as herein provided. And 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... the whole amount shall become due and payable, and it shall be lawful for the said part 2 of the second part, her heirs, 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 necessary for principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid to the said part 1 of the first part

In Witness Whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

H. E. Eustace (SEAL) Ethel J. Eustace (SEAL)

STATE OF KANSAS

DOUGLAS County

do hereby Remembered, That on this 15th day of April A. D. 1953

before me, Henry Bowen, a Notary Public

in and for said County and State, came H. E. Eustace and Ethel J. Eustace, his wife

to me personally known to be the same persons who executed the foregoing instrument of writing, and they acknowledged to me the execution of the same.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on this day and year last above written.

Henry Bowen Notary Public

Handwritten notes: 2002 January 61 H. Eustace & Ethel