

MORTGAGE

(No. 52A)

Boyer Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 24th day of April

A. D. 1953, between Roy L. Davis and Mabel M. Davis, his wife,

of Baldwin in the County of Douglas and State of Kansas of the first part, and Everett P. Anderson and Vera Imogene Anderson, husband and wife, as joint tenants with the right of survivorship and not as tenants in common, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) 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 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 North Half of the Northeast Quarter of Section 10, Township 15, South, Range 20 East of the Sixth P. M., less the following described tract: Beginning at the Northeast corner of said Section 10; thence South on the East line of said Section 1324.9 feet; thence West 962.25 feet; thence North 1327.85 feet to a point on the North line of said Section 960.25 feet West of the Northeast corner of said Section; thence East on the North line of said Section 960.25 feet to the point of beginning,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Roy L. Davis and Mabel M. Davis, his wife, 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 Seven Thousand Five Hundred Dollars (\$7,500.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said Roy L. Davis and Mabel M. Davis, his wife, to the said parties of the second part payable \$2500.00 on the principal on April 24, 1958, and \$5,000.00 on April 24, 1963, with interest at four per cent per annum, payable semi-annually from date,

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 their 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 parties 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 do hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and delivered in presence of Roy L. Davis (SEAL) Mabel M. Davis (SEAL) STATE OF KANSAS, Douglas County, ss.



BE IT REMEMBERED, That on this 24th day of April A. D. 1953 before me, the undersigned, a Notary Public in and for said County and State, came Roy L. Davis and Mabel M. Davis, his wife, to me personally known to be the same person 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. Elvia Chanule Notary Public My Commission expires August 15 1955

Handwritten notes and signatures in the bottom left margin.

Handwritten signature 'Henderson' at the bottom of the page.