

50883 BOOK 105

MORTGAGE

(NO. 52B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

**This Indenture,**Made this 25th day of NovemberA. D. 1953, between Richard E. Cowan and Jean Cowan his wife andMaynard Cowan and Mary Cowan, His wife

and

of Berkley, Illinois ~~XXXXXX~~ of Kansas City, Mo. ~~XXXXXX~~of the first part, and Henry W. Miskimen and Lucy E. Miskimen, 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 part ies of the first part, in consideration of the sum of  
Eight Thousand four hundred eighty four & 84/100----- 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 part ies 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:

That part of the East Sixty Acres  
 lying South of U.S. Highway 50, in  
 the Southeast Quarter of Section  
 Two (2), Township Fifteen (15),  
 Range Twenty (20), containing  
 Two Acres (2A) more or less.

Including Gas Pumps, Tanks & Compressor.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Eighty Four Hundred Eighty Four & 84/100  
 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 part ies 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 part ies 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 part ies making such sale, on demand, to said parties of the first part  
their heirs and assigns

In Witness Whereof, The said part ies 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

Richard E. Cowan (SEAL)  
Jean Cowan (SEAL)  
Maynard Cowan (SEAL)  
Mary Cowan (SEAL)