

Reg. No. 10,140  
Fee Paid \$8.00

53219 BOOK 107  
16-2-T.W.

Hall Litho. Co., Topeka

MORTGAGE

THIS INDENTURE, Made this 19th day of August A. D. 1954  
between John D. Powell and Marva Lee Powell, husband and wife  
of Douglas County, in the State of Kansas, of the first part  
and M. R. Benson  
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of the sum of  
Three thousand two hundred - - - - - and ~~no~~ <sup>100</sup> DOLLARS,  
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey  
unto said party of the second part, his heirs and assigns, all the following described Real  
Estate, situated in Douglas County, and State of Kansas to wit:

The West half of the southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ), of Section Thirty-six,  
(36), Township Eleven, (11), Range Seventeen, (17), East of the Sixth  
Principal Meridian; except Ten acres (10) sold to John J. Bunce and a  
One acre (1) school lot; containing in all Sixty-nine acres (69) more  
or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

John D. Powell and Marva Lee Powell, husband and wife  
have this day executed and delivered a certain promissory note in writing to said part  
of the second part, of which the following is a copy:

\$3200.00

TOPEKA, KANSAS

August 19, 1954

For value received we promise to pay to the order of M. R. Benson,  
the principal sum of Three thousand two hundred and no/100, (\$3200.00),  
in semi-annual installments as follows, to wit:

\$100.00 on March 1st, 1955  
\$100.00 on September 1st, 1955  
\$3000.00 on March 1st, 1956.

bearing interest at six per cent per annum, payable semi-annually  
with the principal installments above set forth.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second  
part, his heirs or assigns, said sum of money in the above described note mentioned,  
together with the interest thereon, according to the terms and tenor of the same, then these presents  
shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum  
or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the  
taxes and assessments of every nature which are or may be assessed and levied against said premises, or  
any part thereof, are not paid when the same are by law made due and payable, then the whole of said  
sum and sums, and interest thereon, shall and by these presents become due and payable at the option  
of the holder hereof, and said party of the second part shall be entitled to the possession of said  
premises.

This is a purchase money mortgage.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have hereunto set their  
hand s the day and year first above written.

*John D. Powell*  
John D. Powell  
*Marva Lee Powell*  
Marva Lee Powell