

This Indenture, Made this 3d. day of SeptemberA. D., 1949, between Norman Plummer and Jane C. Plummer, his wifeof Lawrence in the County of Douglas and State of Kansas
of the first part, and John E. Pickens

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five Hundred (\$2500.00) 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 his 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 South Five (5) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19).

And an Easement constituting a Right Of Way on the following real property to wit; The East Sixteen (16) feet of the North Five (5) acres of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section One (1), Township Thirteen (13), Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said parties 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 Twenty-five Hundred (\$2500.00) 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 party 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 party of the second part his 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 parties of the first part

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.
Signed, Sealed and delivered in presence of

Norman Plummer (SEAL)
Jane C. Plummer (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,)
County of Douglas ss.

Be It Remembered, That on this 3d. day of September A. D. 1949 before me, the undersigned, a Notary Public in and for said County and State, came Norman Plummer and Jane C. Plummer, his 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 July 7 1952

Frank Fox
Notary Public

Recorded Sept. 6th, 1949 @ 8.45 A.M. Book 96-Page 262. Re-recorded by error.
Harold G. Bick Register of Deeds.
by Marie Wilson, Deputy.