

54368 BOOK 108

**This Indenture,** Made this 11th day of December

A. D. 19 54, between Lemuel J. Wiley and his wife, Grace V. Wiley

of Lawrence, In the County of Douglas and State of Kansas  
of the first part, and The Douglas County Building and Loan Association of the second part.

Witnesseth, That the said part 1st. of the first part, in consideration of the sum of Four Thousand 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 party of the second part, its 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:

Beginning at a point 59.7 feet East and 208.7 feet South of the North West corner of the South 24 acres of the West 64 acres of the South East Quarter of Section Nineteen (19), Township Twelve (12), Range Twenty (20), which said point of beginning is at the South West corner of the tract of ground conveyed by Joe M. Fisher and wife to R.E. Butler by the deed recorded in Book 148, Page 628 of the records of Douglas County, Kansas, thence East 528 feet, thence South 82.5 feet, thence West 528 feet, thence North 82.5 feet to the point of beginning, containing one acre more or less.

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 owners 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 Four Thousand and no/100----- Dollars, according to the terms of one certain note this day executed and delivered by the said part 1st. 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 be 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, its successors 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said

parties of the first part, their heirs and assigns.

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

Lemuel J. Wiley (SEAL)  
Grace V. Wiley (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County, ss.

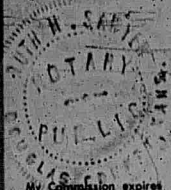
Be It Remembered, That on this 13th day of December A. D. 19 54

before me, the undersigned, a Notary Public in and for said County and State, came Lemuel J. Wiley and his wife, Grace V. Wiley

to me personally known to be the same person(s) 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 May 19 56. [Signature] Notary Public



Recorded December 13, 1954 at 2:45 P.M.

[Signature] Register of Deeds