

54371 BOOK 108

This Mortgage, made the 1st day of December, A. D. 1954,

Between BERT I. BURNAM and VELMA G. BURNAM, his wife,

of the County of Douglas, and State of Kansas,

parties of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas,

party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said

THE DAVIS WELLCOME MORTGAGE COMPANY

for money borrowed in the sum of

FOUR THOUSAND TWO HUNDRED FIFTY and no/100ths DOLLARS,

to secure the payment of which they have executed one promissory note, of even date herewith,

for FOUR THOUSAND TWO HUNDRED FIFTY and no/100ths Dollars,

payable in semi-annual payments, the first payment of Two Hundred Fifty and no/100ths Dollars,

being payable on the first day of June, 1955, and a like amount

being payable semi-annually thereafter, and the final payment, which shall be for the full amount of the

balance due on said note, being payable on the first day of December, 1964,

which said sum of

FOUR THOUSAND TWO HUNDRED FIFTY and no/100ths Dollars bears interest

at the rate as set forth in said note, payable semi-annually, on the first

day of June and December of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent per annum, and said note is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America, or at such other place as may be designated in writing by the owner and holder of said note.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all of the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (NW 1/4) of Section Twelve (12), Township Thirteen (13), South, Range Eighteen (18) East of the 6th P.M.

See Deed, vol. 19, p. 273