

This Indenture,

Made this 18th day of December

in the year of our Lord nineteen hundred fifty-four

between

FRED A. RHOADES and MILDRED RHOADES, husband and wife

of Lawrence

in the County of Douglas

and State of Kansas

of the first part, and E. G. Davis

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of SEVEN HUNDRED EIGHTY & 14/100ths (\$780.14) 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 2nd 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:

Commencing at a point 1492 feet East of the Southwest corner of Section 22, Township 12 South, Range 19 East of the Sixth

Principal Meridian; thence North 208.71 feet; thence East to

the center of county road; thence South along center of county

road to a point 1610.40 feet East of the Southwest corner of

said Section 22; thence West to the point of beginning.

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 owners of

the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all

incumbrances. (The trailer house located on the property described above is considered as a part thereof).

This grant is intended as a mortgage to secure the payment of \$780.14

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 2nd 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 2nd 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 surplus, if there be any, shall be paid by the part 2nd 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 hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Fred A. Rhoades (SEAL)
Mildred Rhoades (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas

County,

Be it Remembered, That on this 18th day of December A. D. 1954

before me, the undersigned

a Notary Public

in and for said County and State, came Fred A. Rhoades and Mildred

Rhoades, husband and 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.

Oct. 27 1955

Alice Pater

Register file is