60855 BOOK 113 Made this 1st day of October This Indenture. A. D. 19 56, between Charles E. Daniels and his wife, Goldenbelle Daniels 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 1es. of the first part, in consideration of the sum of Seven Thousand Five Hundred 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 in the Section line 330 feet South of the Northwest corner of Section Thirty Three (33), Township Twelve (12) Range Nineteen (19), thence East parallel with the North line of said Section 330 feet, thence South parallel with the West line of said Section, 330 feet, thence West parallel with the North line of said Section, 330 feet to the West line of said Section, thence North on the West Section line, 330 feet, more or less, to the point of beginning, containing 2.5 acres. with all the appurtenances, and all the estate, title and interest of the said part 1es... 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 s 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 Seven Thousand Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said part les. of the first part to the said part y ... of the second part and this conveyance shall be void if such payments be made as herein spec-If ed. 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 shell become absolute; and the whole amount shell become due and payable, and it shall be lawful for the taid 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part, their In Witness Whereof, The said part ies of the first part ha ve hereunto set their Charles & Daniels 1' hand g and seal g the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) Charles E. Daniels (SEAL) Foldenhelle Daniels (SEAL) Foldenbelle Daniels STATE OF KANSAS (SEAL) 55. Douglas County, Be it Remembered, That on this 2nd day of October .... A. D. 19 56 before me, the undersigned . . Notary Public in and for said County and State, came Charles E. Daniels and his wife. Goldenbelle Daniels to me personally known to be the same person  ${}_{\mathbf{S}}$  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. nission expires January 13th 19 60 John C. Emick Notery Public

it it an

i ....

it is a set

Harold a Beck