Reg. no. 11,413 Fee paid \$3.75 5.059 F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansa (No. 52 A) MORTGAGE-Standard Form This Indenture. Made this 6th day of August A. D., 1955 , between James R. Wiggins and Barbara Ann Wiggins, husband & wife in the County of Doug las Lawrence and State of Kansas. of the first part, and\_\_\_\_ J. C. Hemphill of the second part. Witnesseth, That the said part 105\_of the first part, in consideration of the sum of \* DOLLARS . 100 \* \* FIFTEEN HUNDRED & no/100 \* to them duly paid, the receipt of which is hereby acknowledged, ha TO sold and by these presents do \_\_\_\_\_ grant, bargain, sell and Mortgage to the said part y \_\_\_\_\_ 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: d as follows, to wit: Commencing at a point 40 rods South of the Northwest corner of the South Fractional Half of the Northeast Fractional Quarter of Section Five (5), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, thence East 16 rods, thence South to the South line of the North Fifty (50) acres of the South Fractional Half of the Northeast Fractional Quarter of Section Five (5), Township Thirteen (13) South, Range Twenty (20), thence West 16 rods, thence North to the point of beginning, with all the appurtenances, and all the estate, title and interest of the said part 105 of the first part therein. And the said James R. Wiggins and Barbara Ann Wiggins, husband & wife do\_\_\_\_hereby covenant and agree that at the delivery hereof \_\_\_\_\_ they are -\_\_\_\_ \_\_\_\_ the lawful ownersof the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all No exceptions incumbrances\_ This grant is intended as a mortgage to secure the payment of \_\_\_\_\_\_FIFTEEN HUNDRED & no/100 \*\_\_\_\_\_ Dollars, according to the terms of a certain note this day executed and delivered by the said James R. Wiggins and Barbara Ann Wiggins, husband & wife to the said part y \_\_\_\_\_ 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 **y** 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 part Y\_\_\_\_\_making such sale, on demand, to sald \_\_\_\_\_\_ James B. Wiggins & Barbara Ann Wiggins, husband & wife heirs and assigns In Witness Whereof, The said part 105 of the first part ha ve hereunto set their hand s and seal the day and year first above written. Signed, Sealed and delivered in presence of (SEAL) Li James & Wiggins (SEAL) Barbara ann HiggensSEAL) STATE OF KANSAS, (SEAL) 88. Douglas 1 County. Be It Remembered, That on this 6th day of August A. D 1955 Howard Wiseman before me..... ... a Notary Public in and for said County and State, came James R. Wiggins & Barbara Ann Wiggins, husband & 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 WHEREKOF, I have hereunto subscribed my name and affixed my official/seal on BLIC the day and year last above written ITWARd OBoemanstary Public March 18th 19 58. Ly Commission expires. A revel and fick Hurald & Book