

# This Indenture,

Made this 9th day of January

A. D. 19 58, between Samuel H. Grammer and Ruth M. Grammer, his wife,

of Vinland in the County of Douglas and State of Kansas  
of the first part, and Claude B. Willey and Susan F. Willey, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of Baldwin, Kansas, of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of 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 part ies of the second part their 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:

Lot No. Twenty-six (26) and the West 54 feet of Lot No. Twenty-nine (29) in the Town of Vinland, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Samuel H. Grammer and Ruth M. Grammer, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 Five hundred and No/100 ----- Dollars, according to the terms of one certain promissory note this day executed and delivered by the said Samuel H. Grammer and Ruth M. Grammer, his wife, to the said part ies of the second part payable one year after date, with interest at the rate of seven per cent per annum,

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 ies of the second part their 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 any there be, shall be paid by the part ies making such sale, on demand, to said Samuel H. Grammer and Ruth M. Grammer, his wife, heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Samuel H. Grammer (SEAL)  
Samuel H. Grammer (SEAL)  
Ruth M. Grammer (SEAL)  
Ruth M. Grammer (SEAL)

STATE OF KANSAS  
Douglas County

Be It Remembered, That on this 9th day of January A. D. 1958

before me, \_\_\_\_\_, a Notary Public

in and for said County and State, came Samuel H. Grammer and Ruth M. Grammer, his 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.



My Commission expires Mar 25 1961 1958

U. R. Whitley  
U. R. Whitley Notary Public