

MORTGAGE BOOK 125 74417

(No. 23A)

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This Indenture, Made this 1st day of SeptemberA. D. 1960, between Charles D. Stough, Jr. and Mary Jule Stough, his wifeof Lawrence, in the County of Douglas and State of Kansas
of the first part, and Roy Flory and Martha Paasch, and the survivor of them
as joint tenants and not as tenants in common

of the second part.

Witnesseth, That the said part-ies of the first part, in consideration of the sum of Eight Thousand (\$8,000.00) 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:

See attached sheet

The South Half of the Southwest Quarter of Section Thirty-six (36), Township Thirteen (13), Range Eighteen (18), and the North Half of the Northwest Quarter of Section One (1), Township Fourteen (14), Range Eighteen (18), containing 160 acres, less the following described tract: Beginning at the Northwest corner of South Half of Southwest Quarter of Section 36, Township 13, Range 18 East of the 6th P.M.; thence South in and along the West line of the Southwest Quarter said Section 36, 765 feet marked by a stone fence; thence South $80^{\circ}20'$ East in and along a wire fence 510.5 feet; thence South 2° East in and along a wire fence 494 feet to a stone fence; thence South $89^{\circ}34'$ East in and along said stone fence 367 feet to a steel pin; thence North forty-eight degrees $20'$ East 1225.5 feet to an iron pipe in a stone fence; thence running in and along said stone fence in a Northwesterly direction to a point of intersection with a wire fence running East and West, said point is an iron pipe which is located North $51^{\circ}19'$ West, 854.07 feet distant from last named pipe; thence North $88^{\circ}51'$ West in and along said wire fence, 1107 feet, more or less to the point of beginning, containing 34.761 acres more or less in Douglas County, Kansas, except a two acre tract described as follows: Beginning at a concrete marker in an old stone fence line 1523 feet East and 305 feet South of the Northwest corner of the South Half of the Southwest Quarter Section 36, Township 13 South, Range 18 East, thence South $51^{\circ}22'$ West 412 feet to a concrete marker, thence South $61^{\circ}08'$ East 176 feet to a cross on a rock ledge, thence North $77^{\circ}49'$ East 428 feet to a concrete marker in the corner of a rock fence, thence Northwesterly along said stone fence to the point of beginning.

with all the appurtenances, and all the estate, title and interest of the said part-ies of the first part therein.

And the said parties of the first partdo 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 Eight Thousand (\$8,000.00) Dollars, according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said part-ies 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-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 overplus, if any there be, shall be paid by the part making such sale, on demand to said

heirs and assigns