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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. This grant is intended as a mortgage to secure the payment of Twenty-Four Thousand One Hundred Forty Dollars (\$24,140.00), according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part to the said parties of the second part payable in annual payments as follows: \$8,046.66 on the 31st day of August, 1962; \$8,046.67 on the 31st day of August, 1963; and \$8,046.67 on the 31st day of August, 1964, together with interest thereon at the rate of five per cent (5%) per annum, payable annually from date, 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 parties 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 party making such sale, on demand to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Robert B. Gorrill
Robert B. Gorrill

Billie Gorrill
Billie Gorrill

Thomas M. Gorrill
Thomas M. Gorrill

Florence Gorrill
Florence Gorrill

STATE OF KANSAS X
 X SS.
COUNTY OF DOUGLAS X

BE IT REMEMBERED, That on this 29th day of August, A.D. 1961, before me, the undersigned, a Notary Public in and for said County and State, came Robert B. Gorrill and Billie Gorrill, 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.

Marie E. Johnson
Marie E. Johnson
Notary Public

My Commission Expires: December 3, 1963.

