

83501

BOOK 133

MORTGAGE-Standard Form

(No. 52A)

F. J. Boyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 2nd day of Marchin the year of our Lord nineteen hundred sixty-three

between

GARLAND F. GRAHAM and ESTHER M. GRAHAM, his wifeof Lawrence in the County of Douglas and State of Kansasof the first part, and O. H. GARBER and FLORENCE GARBER, his wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
TEN THOUSAND (\$10,000.00) ----- DOLLARSto them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Beginning at a point 24 feet East of the Southwest corner of the East Half of the Southwest Quarter of Section 3, Township 13 South, Range 19 East; thence North parallel with West line of East Half of said Southwest Quarter 1100 feet; thence East 396 feet; thence South 1100 feet to Section line; thence West 396 feet to point of beginning, containing 10 acres.

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 part 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 Ten Thousand (\$10,000.00) ----- 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, a true and correct copy being hereto attached and made a part hereof.

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 ies making such sale, on demand, to said parties of the first part

their heirs and assigns

In witness whereof, The said part ies of the first part ha ve hereunto set their hand s and seal s the day and year first above written.

Signed, sealed and delivered in presence of

Edw. P. Pichayx Garland F. Graham (SEAL)x Esther M. Graham (SEAL)x Esther M. Graham (SEAL)

STATE OF KANSAS

Douglas County,) ss.Be it Remembered, That on this 2nd day of March A. D. 19 63before me, the undersigned, a Notary Publicin and for said County and State, came Garland F. Graham andEsther M. Graham, 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 Oct. 27-1963Alice Patte Notary Public.

Recorded March 5, 1963 at 1:20 P.M.

Harold A. Beck Register of Deeds

For Release See Book 279 Page 440