

MORTGAGE

88560 BOOK 138 (No. 52A)

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This Indenture, Made this 2nd day of JulyA. D. 1964, betweenVirgil E. Christie and Joy Christie, his wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and Henry J. Hill and Catherine Hill, or the survivor of them
as joint tenants and not as tenants in common

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of FIFTY FIVE HUNDRED & NO/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha s sold and by these presents do es grant, bargain, sell and Mortgage to the said part 1st 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:

The North Half of the South Half of the Northwest
Quarter of Section Sixteen (16), Township Fifteen (15),
Range Twenty (20), Douglas County, Kansas, East of the
6th Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Virgil E. Christie and Joy Christiedo 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 whatsoever

This grant is intended as a mortgage to secure the payment of Fifty Five Hundred & No/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Virgil E. Christie and Joy Christie to the said part 1st 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 1st 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 making such sale, on demand to said Virgil E. Christie and Joy Christie their heirs and assigns

In Witness Whereof, The said part 1st 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

Virgil E. Christie (SEAL)
Joy Christie (SEAL)
Joy Christie (SEAL)

STATE OF KANSAS,

DOUGLAS

County

BE IT REMEMBERED, That on this 2nd day of July A. D. 1964before me, H. E. De Tar

a Notary Public

in and for said County and State, name Virgil E. Christie
and Joy Christie, his wifeto me personally known to be the same person s 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 FEBRUARY 12th 1965

Notary Public



Recorded July 14, 1964 at 10:10 A. M.

Harold A. Beck, Register of Deeds
By Janice Beem, Deputy