

MORTGAGE

88835 BOOK 138

14-2-T.W.

Hall Latta Co., Inc., Topeka

THIS INDENTURE, Made this 1st day of August A. D. 1964
between Mrs. Emma B. Hunter and Cuddy R. Forrest
of Douglas County, in the State of Kansas, of the first part
and Etta Schwilling
of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
One Thousand Two Hundred and 00 DOLLARS,
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto
said party of the second part, her heirs and assigns, all the following described Real Estate,
situated in Douglas County, and State of Kansas to wit:

31-11-18 W $\frac{1}{2}$ of SW $\frac{1}{4}$ PR 59 Acres 36 - 4 EVO 421

6-12-18 Tract of Land in NW Corner NW PR $\frac{1}{4}$ 6-12-18, contain
12 A Which Lies N of Lecompton Road 36 4 EVO 414

Said part 1e of the first part do hereby covenant and agree that at the delivery of this instrument
they are the lawful owner^s of the premises above granted, and seized of a good
and indefeasible estate of inheritance therein, free and clear of all incumbrances except
(No exception) and that will warrant and defend the same against all
claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and
appurtenances thereunto belonging or in anywise appertaining, forever.

Said part of the first part hereby agree to pay all taxes assessed on said premises before any pen-
alties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee
in the sum of One Thousand Two Hundred and 00/100 DOLLARS
in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Mrs. Emma B. Hunter and Cuddy R. Forrest
have this day executed and delivered a certain promissory note in writing to said party
of the second part, of which the following is a copy:



\$1200.00 August 1, 1964
Six years after date, without grace, We
promise to pay to the order of Etta Schwilling
Twelve hundred and no/100 Dollars
For Value received, with interest from date at the rate of 3 per cent per annum until paid
Principal and interest payable in United Money of the United States and
and in case suit is instituted to collect this note or any portion thereof, We promise to
pay such additional sums as the Court may adjudge reasonable Attorney's fees in said suit.

Wit
1964

Due Aug 1, 1970

Emma B. Hunter
Cuddy R. Forrest