

MORTGAGE BOOK 147 9944 (No. 52A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture. Made this 5th day of August
A. D. 1967, between Robert L. Gardner and Rose Anne Gardner, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Walter Swan and Helen B. Swan, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Four Hundred Forty Seven and 09/100 ——— 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 parties 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: All of Lot No. Six (6) and the North Half of Lot No. Seven (7), less the South Ten (10) feet of said North Half of Lot (7), all in Block Two (2), in Hillcrest Addition to the City of Lawrence, subject to restrictions and easements now of record.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said parties of the first part

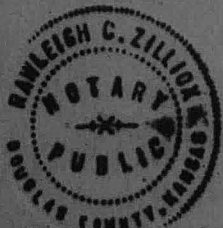
do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances a first mortgage to Capitol Federal Savings & Loan dated April 11, 1963 in the original am't. of \$14,500.00, recorded April 12, 1963 in Bk. 133 Page 560 in the Register of Deeds Off. in Douglas Co., Kansas. This grant is intended as a mortgage to secure the payment of \$4,447.09 ——— 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 parties 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 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 parties 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 hand s and seals the day and year first above written.
Signed, Sealed and delivered in presence of

Robert L. Gardner (SEAL)
Robert L. Gardner (SEAL)
Rose Anne Gardner (SEAL)
Rose Anne Gardner (SEAL)

STATE OF KANSAS,
Douglas County



BE IT REMEMBERED, That on this 5th day of August A. D. 1967 before me, the undersigned a Notary Public in and for said County and State, came Robert L. Gardner and Rose Anne Gardner, husband and 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 April 17th 1970
Rawleigh C. Zilliox Notary Public