

This Indenture, Made this

2

day of

March

A. D. 1970, between Richard Nightingale, Jr. and Edythe L. Nightingale, husband and wife,

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and Interstate Securities Company, No. 2, Inc.

of the second part.

Witnesseth: That the said parties of the first part, in consideration of the sum of Twenty nine hundred ten and 00/100 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:

Beginning at a point 45 feet west and 289 1/2 feet North of the Southwest corner of lot 43 in Block No. 1, in Belmont, an addition adjacent to the City of Lawrence, thence North 40 feet, thence west 130 feet, thence South 40 feet, thence East 130 feet to the point of beginning, in the Southwest Quarter of Section 32, Township 12, Range 20, in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Richard Nightingale, Jr. and Edythe L. Nightingale 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 Twenty nine hundred ten & no/100 Dollars, according to the terms of a certain note this day executed and delivered by the said Richard Nightingale, Jr. and Edythe L. Nightingale to the said part 1st of the second part payable in thirty equal monthly payments of ninety-seven and 00/100 dollars each, beginning April 2, 1970.

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 overplus, if any there be, shall be paid by the parties making such sale, on demand to said parties of the first part or their

heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Richard Nightingale, Jr. (SEAL)
Edythe L. Nightingale (SEAL)
Edythe L. Nightingale (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 2 day of March A. D. 1970

before me, Lawrence C. Mills a Notary Public

in and for said County and State, came Richard Nightingale, Jr.

and Edythe L. Nightingale

to me personally known to be the same person 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 July 22, 1971

1971

Lawrence C. Mills (SEAL)
Lawrence C. Mills

Recorded March 3, 1970 at 9:45 A.M.

Gance Beem Register of Deeds