

401

Reg. No. 4,652
Fee Paid \$3.00

This Indenture, 20913

BOOK 156

Made this 5th day of May

in the year of our Lord nineteen hundred and Seventy

between

E.R. Colbert and Margie L. Colbert, husband and wife

of Lawrence,

in the County of Douglas

and State of Kansas

of the first part, and Thornton A. Hemphill

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Twelve Hundred (\$1,200.00)

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 part 2nd of the second part his 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 1397 feet East of the Northwest corner of Section Eight (8), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian; thence East 230 Feet; thence South 200 feet; thence West 50 feet; thence South 40 feet; thence West 22 feet; thence North 240 feet to the point of beginning containing 1.24 acres, more or less, 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 E.R. Colbert and Margie L. Colbert, husband and wife 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 indefensible estate of inheritance therein, free and clear of all incumbrances none

This grant is intended as a mortgage to secure the payment of the sum of Twelve Hundred Dollars, according to the terms of a certain note this day executed and delivered by the said E.R. Colbert and Margie L. Colbert, husband and wife to the said part 2nd of the second part Thornton A. Hemphill

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 2nd of the second part his 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 2nd making such sale, on demand, to said first parties, their heirs and assigns

In witness whereof, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

E. R. Colbert (SEAL)
Margie L. Colbert (SEAL)

STATE OF KANSAS,

Douglas

County,

SS.

Be it Remembered, That on this 5th day of May 1970

before me,

a Notary Public

in and for said County and State, came E.R. Colbert and Margie L. Colbert, husband and wife

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.



Gretchen Haehl
Notary Public.

Recorded May 5, 1970 at 9:46 A.M.

Janice Beas Register of Deeds