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MORTGAGE

21310

(No. 22A)  
BOOK 157

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**This Indenture,** Made this 5th day of JuneA. D. 1970, between Elvin R. Dines and Evelyn Dines, husband and wifeof Lecompton, in the County of Douglas and State of Kansas  
of the first part, and Interstate Securities Company, No. 2, Inc., a Kansas Corporation

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-three hundred forth-eight and 39/100 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 part Y of the second part its 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:

Lots 51, 52, 53, 54, 55 and 56, all in Block 39, in the City of Lecompton,  
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 party of the first part, Elvin R. Dines and Evelyn Dines 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 Forty-two hundred twelve Dollars, according to the terms of a certain note this day executed and delivered by the said Elvin R. Dines and Evelyn Dines to the said part Y 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 Y of the second part its 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 party 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 and seals the day and year first above written.  
Signed, Sealed and delivered in presence of

Elvin R. Dines (SEAL)  
Evelyn Dines (SEAL)  
Evelyn Dines (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 5th day of June A. D. 1970  
before me, Lawrence C. Mills a Notary Public  
in and for said County and State, came Elvin R. Dines and Evelyn Dines, 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.

My Commission expires July 22, 1971 Lawrence C. Mills Notary Public