

This Indenture, Made this 2nd day of February
A. D. 19 71, between C.R. Whitley and John M. Robson

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and Alice H. Ritchie

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Eight thousand five hundred (\$ 8500.00) & 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 part y of the second part her 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:

That part of the Southwest quarter of Section Two (2),
Township Fifteen (15) South, Range Twenty (20) East of the Principal Meridian,
lying North of U. S. Highway No. 56 in Douglas County, Kansas.

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

And the said First Parties

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 Eight thousand five hundred (\$ 8500.00) Dollars, according to the terms of a certain installment note this day executed and delivered by the said First Parties 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 her 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 part y making such sale, on demand, to said First Parties

their heirs and assigns

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

Signed, Sealed and delivered in presence of

C.R. Whitley (SEAL)

John M. Robson (SEAL)

John M. Robson (SEAL)

STATE OF KANSAS

Franklin County

Be It Remembered, That on this 9th day of Feb. A. D. 19 71

before me, the undersigned, a Notary Public

in and for said County and State, came C.R. Whitley and

John M. Robson

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 August 6 1973

Jerry L. Vickers

Notary Public

Recorded March 1, 1971 at 8:00 A.M.

Janice Beem

Register of Deeds