

MORTGAGE 25902 BOOK 161 (No. 52A) Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 29th day of June
A. D. 1971, between James Edward Busse and Ellen K. Busse, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and O. H. Garber and Florence Garber, as joint tenants
with the right of survivorship and not as tenants in common

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
---Ten thousand (\$10,000.00) --- DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha. ve sold and by these presents do
grant, bargain, sell and Mortgage to the said part 1st 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:

Lot Seventeen (17), in Addition No. Five (5), in that part of the City
of Lawrence known as North Lawrence, 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 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 except restrictions and easements of record

This grant is intended as a mortgage to secure the payment of \$10,000.00
Dollars, according to the terms of 1 certain note this day executed and delivered by the
said James Edward Busse and Ellen K. Busse to the
said part 1st 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 1st of the second part their heirs, administrators,
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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
making such sale, on demand to said 1st parties

heirs and assigns

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

Signed, Sealed and delivered in presence of

James Edward Busse (SEAL)

Ellen K. Busse (SEAL)

Ellen K. Busse (SEAL)

STATE OF KANSAS,

DOUGLAS

County



BE IT REMEMBERED, That on this 29th day of June A. D. 1971

before me, the undersigned a Notary Public

in and for said County and State, came James Edward Busse and
Ellen K. Busse, 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 April 2, 1972

C. A. Miller Notary Public