

3711 BOOK 93
K. J. Rees, Publisher of Legal Blanks, Lawrence, Kansas
This Indenture, made this 13th day of May
A.D. 1947, between Alexander F. Barthol and Helen L. Barthol, husband and wife.

of the first part, and Robert Jarden or Lucille A. Jarden
of the second part, in the County of Douglas and State of Kansas

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand and no 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, State of Kansas, described as follows to-wit:

The West Half ($\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East half (E $\frac{1}{2}$) of the East half (E $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Fifteen (15), Range Twenty (20), County and State aforesaid

with all the contiguous, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part,

do hereby covenant and agree that at the delivery hereof they 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 for a first mortgage to the Federal Land Bank of Wichita, Kansas.

This grant is intended as a mortgage to secure the payment of Three thousand and no 100 Dollars, according to the terms of one certain note this day executed and delivered by the said Alexander F. Barthol and Helen L. Barthol, husband and wife to the said parties 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 parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises herein granted, or any part thereof, in the manner prescribed by law, and out of all the money 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

heirs and assigns

If Witness Whereof, The said parties of the first part have hereunto set their hands and sealed the day and year first above written.

Signed, sealed and delivered in presence of

Alexander F. Barthol (SEAL)
Helen L. Barthol (SEAL)

(SEAL)

(SEAL)