356 No. 6081 Fee Faid \$12.5 34453 Book 93 This Indenture, Made this 26th Taninin day of A. D. 19 48, between - . Basil A. Green and his wife, LeO is Green Lawrence - Douglas ____, in the County of and State of Kanicas of the first part, and The Douglas County Building and Loan Association of the second part. Witnesseth. That the said part 1.02 of the first part in consideration of the sum of Five Thousand and no/100---------- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ... Ye sold and by these presents do ... grant. bargain, sell and Mortgage to the said party 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: Beginning at the Southeast corner of the North 60 scree of the South East Quarter of Section Thirty Five (35), Township Trelve (12), Range Nineteen (19), thence west along the South boundary of said 60 acres 100 roas, thence North 15 rods, thence East 100 rods, to the East boundary of said 60 actes; thence South along said boundary 16 rods to the place of beginning, containing 10 acres. with all the appurtenances, and all the estate, title and interest of the said part 108 _____ of the first part therein. And the said _ parties of the first part hereby covenant and agree that at the delivery hereof____ they are the lawful owners of . do the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Five Thousand and no/100 This grant is intended as a mortgage to secure the payment of _____ Dollars, according to the terms of One certain note this day executed and delivered by the said parties of the first part 1400 m to the said party 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 therean, or the taxes, or if if such payments be made as herein thereon, then this conveyance shall become absolute, and the whole amount shall become fue and paysible, and it shall be lawful for the said party of the second part, its successors and assigns at rawn time therefailer, to sell the premises hereby granted, or any part thereof, in the ganner 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 Dearties of the first part, their heirs and assigns In Witness Whereof, The said part. 108 of the first part ha Ve hereunto set thetr Capil & Green hand & and seal & the lay and year first above written." (SEAL) Signed, Sealed and delivered in presence of el na Grein (SEAL) SEAL STATE OF KANSAS (SEAL) County. Douglas Be It Remembered, That on this 20 thinday of January A.D. 19 48 oth V. Lite before me the undersigned a Notary Public is and for said County and State, came Bag11 A. Green and his wife, LeOna Green DTAR to me personally known to be the same persong who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNERS, WIEREOF, I have hereunto subscribed my name and affixed my official seal or the day and year last above written. As counting Risk U. Myer Notary Public. man 5, 194,5 My commission expires 24