

MORTGAGE—Standard Form

34568 BOOK 93

F. J. Borlen, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this Fourth day of February
A. D. 1948 between Oliver H. Costill, a single man.

of El Monte in the County of Los Angeles and State of California
of the first part; and John C. Curd and Myrtle B. Curd, husband and wife, as joint
tenants with right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of
ONE THOUSAND FIVE HUNDRED (\$1,500.00) only DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do as grant,
bargain, sell and Mortgage to the said part ies 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:

The West Half (W $\frac{1}{2}$) of the North West Quarter
(NW $\frac{1}{4}$) of Section Eleven (11), Township
Fourteen (14), Range Seventeen (17), Douglas
County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein.
And the said Oliver H. Costill, a single man.
do as hereby covenant and agree that at the delivery hereof he is 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 One Thousand Five Hundred (\$1,500.00)—
Dollars, according to the terms of a certain Promissory Note this day executed and delivered by the
said Oliver H. Costill, a single man. to the
said part ies 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 ies of the second part their 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 ies making such sale, on demand, to said party of the first part or his

heirs and assigns

In Witness Whereof, The said part y of the first part has hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Oliver H. Costill (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
COUNTY OF Douglas

Be It Remembered, That on this 30 day of February A. D. 1948
before me the undersigned a Notary Public
in and for said County and State, came Oliver H. Costill, a single man.

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 December 15, 1949

Sam M. Miller Notary Public

Recorded February 7, 1948 at 9:10 A. M.

Harold A. Beck Register of Deeds.

1 May, Clerk Superior Court of the District Court, County of Douglas, Kansas, do hereby certify that a duplicate of the foregoing instrument was filed for record in the office of the Register of Deeds, on the 7th day of February, 1948, at 9:10 A. M., and that the same was duly recorded in Book 93, Page 539.

ATTEST

Harold A. Beck
Register of Deeds