

35082 BOOK 94

MORTGAGE-Standard Form.

(No. 52 A)

F. I. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this fourteenth day of AprilA. D. 1948, between Donald Elston & Edith Elston his wife
First Party of the firstof Baldwin, in the County of Douglas and State of Kan.
of the first part, and Thomas J. Puckett & George M. Puckett & Son
Second Party of the first

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of
Eight Hundred Ten 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 party of the second part, his 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 Southwest Corner of the North
West quarter (NW 1/4) Section Twenty One (21)
Township Fifteen (15) Range Twenty (20) Thence
North sixty four (64) rods, thence East thirty seven
one half (37 1/2) rods, thence South sixty four (64) rods,
thence West thirty seven one half (37 1/2) rods to the
place of beginning containing fifteen acres more or lesswith all the appurtenances, and all the estate, title and interest of the said party of the first part therein.
And the said parties of the first
do hereby covenant and agree that at the delivery hereof that they were the lawful owner of
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Eight Hundred Ten Dollars,
according to the terms of a certain promissory note this day executed and delivered by the said
parties of the first part
to the said party of the second part his heirs or assigns to be paid
in monthly paymentsand 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 party of the second part, his 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 surplus, if any there be, shall be paid
by the party of the first part making such sale, on demand, to the said party of the first part

his heirs and assigns

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

Signed, Sealed and delivered in presence of

Donald Elston (SEAL)Edith Elston (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, 1stBe It Remembered, That on this 14 day of April A. D. 1948before me, Frank Top, a Notary Publicin and for said County and State came Donald Elstonand Edith Elston his 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 July 7 1948 Frank Top Notary Public.

Recorded April 18, 1948 at 1:50 P.M.

Warren A. Beck Register of Deeds.