

THIS MORTGAGE, made this 1st day of October, 1948 between MURRAY A. WILSON and EDITH C. WILSON, his wife, of Salina, Kansas, first parties, and HARRIET W. RUBLE (formerly Harriet A. Nilsen), a widow, of Upshur County, West Virginia, second party.

WITNESSETH, that the first parties, in consideration of the sum of ELEVEN THOUSAND (\$11,000.00) DOLLARS, the receipt of which is hereby acknowledged, have granted and conveyed and by these presents do grant, mortgage and convey unto the second party, her heirs and assigns forever, all of the following described real estate, situated in Douglas County, Kansas, to-wit:

The Southeast Quarter (SE/4); and also beginning at the Southwest Corner (SW/C) of the Northeast Quarter (NE/4); thence East 50 rods; thence North 64 rods; thence West 50 rods; thence South 64 rods to the place of beginning, all being in Section Thirty-two (32); Township Fourteen (14) South, Range Twenty (20) East.

TO HAVE AND TO HOLD the same, with all its appurtenances unto the second party, her heirs and assigns forever; and the first parties do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above described and seized of a good and indefeasible estate of inheritance therein, free from all liens and incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, and this mortgage is executed and delivered upon the following conditions, to-wit:

The first parties are justly indebted to the second party in the sum of ELEVEN THOUSAND (\$11,000.00) DOLLARS, evidenced by one promissory note, dated the 1st day of October, 1948, payable to said second party, or order, with interest as therein specified, which indebtedness and interest the first parties agree to pay as in said note provided, and if the first parties shall make such payments and otherwise perform all of the conditions of this mortgage, the same shall be void.

NOW, If said first parties shall pay or cause to be paid to said second party, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise this mortgage shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall be, and by these presents become due and payable, and said second party shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, the first parties have executed and delivered this mortgage the day and year first above written.

Murray A. Wilson
Murray A. Wilson
Edith C. Wilson
Edith C. Wilson

STATE OF KANSAS -)
COUNTY OF SALINE) ss

BE IT REMEMBERED, That on this 1st day of October, 1948, before me, the undersigned, a Notary Public in and for said County and State, came Murray A. Wilson and Edith C. Wilson, his wife, to me personally known to be the same persons who executed the foregoing Mortgage, 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.

Charles J. Case
Notary Public

My commission expires 8 Jan. 1949.



Harold A. Cook
Deputy Notary Public

3 on Saline no book 105 Page 508