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Reg. No. 7276
Fee Paid \$30.00

39503 BOOK 96

MORTGAGE - Standard Form

(No. 52 B)

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

This Indenture,Made this 21st day of NovemberA. D. 19 42, between Victor E. Hildyard and Vivian A. Hildyard

husband and wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and George L. Davis and Ruth J. Davis, husband and wife

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum ofTwelve Thousand and no/100 - - - - - DOLLARSto 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 part 1st 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 South Half of the Northeast Quarter of Section No. Nine (9) less 10 acres off the North End of the West Half thereof, also less a tract containing 3.27 acres, approximately, described as follows: beginning at a point 20 rods South and 75 feet East from the center (common point of the four quarters) of the Northeast Quarter of Section 9, Twp. 15, Range 20E, thence South 400 feet, West 400 feet, North 400 feet, East 400 feet to place of beginning; and also the North Half of the Southwest Quarter of the Northwest Quarter of Section No. Ten (10) except One (1) acre described as follows: commencing at the Northeast Corner of the Southwest Quarter of the Northwest Quarter, thence running West 237 feet, thence South 77 feet, thence East 112.5 feet, thence South 213.5 feet, thence East 112.5 feet, thence North 220.5 feet to place of beginning; also less a tract described in Dead Book 91, Page 321; all in Township No. Fifteen (15) South of Range No. Twenty (20) in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said parties of the first part

do hereby covenant and agree that at the delivery hereof they are 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 Twelve Thousand & no/100 - - - - -Dollars, according to the terms of one certain note this day executed and delivered by the

said parties of the first part to the

said part 1st of the second part (copy of note attached)

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 1st of the second part their heirs, 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 part 1st making such sale, on demand, to said parties of the first part

their heirs and assigns

In Witness Whereof, The said part 1st of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Victor E. Hildyard (SEAL)
Vivian A. Hildyard (SEAL)
 _____ (SEAL)
 _____ (SEAL)

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