

# This Indenture,

Made this 17th day of June

A. D. 19 52, between Fred M. Eggleston and Mildred Elaine Eggleston, husband and wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

**Witnesseth**, That the said part ies of the first part, in consideration of the sum of Five Hundred Sixty and no/00 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its ~~xxx~~ 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 North One-half of Lots Numbered 108, 109, 110, 112, and 114, on Chapel Street, Baldwin, Kansas, according to the record plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Fred M. Eggleston and Mildred Elaine Eggleston 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 Five Hundred Sixty Dollars Dollars, according to the terms of one certain note this day executed and delivered by the said Fred M. Eggleston and Mildred Elaine Eggleston to the said part y 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 y of the second part its 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

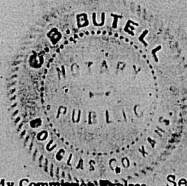
heirs and assigns

**In Witness Whereof**, The said part ies of the first part ha ve hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Fred M Eggleston (SEAL)  
Mildred Elaine Eggleston (SEAL)

STATE OF KANSAS, )  
Douglas County ) ss. @



**Be It Remembered**, That on this 17th day of June A. D. 19 52

before me, C. B. Butell, a Notary Public

in and for said County and state, came Fred M. Eggleston and Mildred Elaine Eggleston, husband and wife

to me personally known to be the same person who executed the within 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 September 4 19 52

[Signature]  
Notary Public