

1952 15.00

47140 BOOK 102

MORTGAGE (NO. 52B) Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 30th day of August A. D. 1952, between Charles S. Gordon, a single man, and Clarence A. Gordon and Helen D. Gordon, his 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 parties of the first part, in consideration of the sum of

Six Thousand and no/100 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 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: Lots numbered twenty six (26) and twenty seven (27) and the north twenty (20) feet of lot twenty eight (28) All on Eighth Street, in the City of Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles S. Gordon and Clarence A. Gordon 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 Six Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Charles S. Gordon, Clarence A. Gordon and Helen D. Gordon to the said party 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 party of the second part 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 party making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said parties 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

Charles S. Gordon (SEAL) Clarence A. Gordon (SEAL)

STATE OF KANSAS Douglas County, ss.



Be It Remembered, That on this 30th day of August A. D. 1952 before me, C. B. Butell, a Notary Public in and for said County and State, came Charles S. Gordon, single man Clarence A. Gordon and Helen D. Gordon, his wife to me personally, known to be the same persons 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 Sept 4, 1952 Notary Public