

560

Reg. No. 9068
Fee Paid \$11.25

47492 BOOK 102

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

This Indenture, Made this 11th day of October
A. D. 19 52, between Peter W. Warnock and Elizabeth C. Warnock, 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 Four Thousand Five Hundred & 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 part y of the second part its 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:
All of Lots Seventy-Seven (77), Seventy-Nine (79), and Eighty-One (81) on Fremont Street, Baldwin City, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Forty-Five Hundred & 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 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 y making such sale, on demand, to said parties of the first part, their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of Peter W. Warnock (SEAL)
Elizabeth C. Warnock (SEAL)

STATE OF KANSAS
Douglas County, } ss.



Be It Remembered, That on this 11th day of October A. D. 19 52 before me, Hale Steele a Notary Public in and for said County and State, came Peter W. Warnock and Elizabeth C. Warnock, 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.
Hale Steele Notary Public

My Commission Expires December 12 1955

Handwritten notes:
The full bond required by law has been paid and the mortgage is fully released, and the same thereby created discharged as witnessed my hand and seal this day of January 1954
attest
Hale Steele Clerk
(Exp. Seal)
Baldwin State Bank
C. B. Steele Clerk