

**This Indenture,** Made this 6th day of October

A. D., 1952, between Henry Robert Westhoff and Laura Birtie Westhoff, his wife

of Baldwin in the County of Bouglas and State of Kansas  
of the first part, and C. R. Whitley or Naoma E. Whitley as joint tenants with rights  
of survivorship

of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum of

Seven hundred 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 parties 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:

Lot 77 on Baker Street in Baldwin City, in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties 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 except a first mortgage of \$1500.00 to the Ottawa Building and Loan Association dated October 4, 1952

This grant is intended as a mortgage to secure the payment of Seven hundred and No/100

Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said parties 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 parties of the second part their 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 parties making such sale, on demand, to said parties of the first part,

their heirs and assigns

**In Witness Whereof,** The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Henry Robert Westhoff (SEAL)

Laura Birtie Westhoff (SEAL)

(SEAL)

STATE OF KANSAS,

Franklin County, } ss.

(SEAL)

**Be It Remembered,** That on this 6th day of October A. D. 1952

before me, the undersigned, a Notary Public

in and for said County and State, came Henry Robert Westhoff and

Laura Birtie Westhoff, his wife

to me personally known to be the same persons who executed the foregoing 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 January 27 1956.

Wear Berlin Notary Public



This is based on the original mortgage... this 21 day of... Harold G. Bower

Release... The mortgage... released and the... dated: Donald G. Nutt

C.R. Whitley  
Naoma E. Whitley