

This Indenture,

Made this 27th day of February

A. D. 19 53, between Virgil Schwartz and Myrtle Schwartz, husband and wife

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

of the second part.

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

Seven Thousand 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 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:

Northwest quarter (N.W. 1/4) of Section Thirty-Three (33) Township Fourteen (14), South of Range Nineteen (19) 160 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Virgil Schwartz and Myrtle Schwartz 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 Seven Thousand Dollars, according to the terms of one certain Note this day executed and delivered by the said Virgil Schwartz and Myrtle Schwartz to the said party of the second part

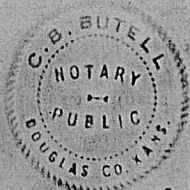
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part 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 party 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Virgil Schwartz (SEAL) Myrtle Schwartz (SEAL)

STATE OF KANSAS } ss. Douglas County,



Be It Remembered, That on this 27 day of February A. D. 19 53

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

in and for said County and State, came Virgil Schwartz and Myrtle Schwartz, husband and 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 Oct. 6, 19 56

C. B. Butell Notary Public

Handwritten notes and signatures at the bottom of the page.