

48550 BOOK 103

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 10th day of February
A. D. 1953, between Allen E. Hawley and Doris D. Hawley, husband and wife

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

of the second part.

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

Eleven thousand six-hundred - - - - - 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 ~~share~~ 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 half of the Northeast Quarter and the South half of the Northwest Quarter and the West 10 acres of the South half of the Northeast Quarter, all located in Section No. Nine (9), Township No. Fifteen (15), South, Range Nineteen (19) East. Containing 170 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 Allen E. Hawley and Doris D. Hawley

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 Eleven thousand six-hundred - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Allen E. Hawley and Doris D. Hawley 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 parties making such sale, on demand, to said

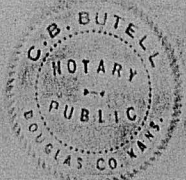
heirs and assigns

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

Signed, Sealed and delivered in presence of

Allen E. Hawley (SEAL)
Doris D. Hawley (SEAL)

STATE OF KANSAS }
Douglas County, } m.



Be It Remembered, That on this 10 day of Feb A. D. 1953 before me, C. B. Butell, a Notary Public in and for said County and State, came Allen E. Hawley and Doris D. Hawley, 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. 6th 1956

C. B. Butell Notary Public

WAY A. HEN
ON THE ORIGINAL
MORTGAGE INSTRUMENT
THIS 3 MARCH
1953
Hawley & wife
By James B. ...