

Lot No. 304
Fee Paid \$6.25

49021 BOOK 103

MORTGAGE

(NO. 52B)

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

This Indenture,

Made this 2nd day of May
A. D. 1953, between Harry S. Myers and Bessie E. Myers

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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand Five Hundred & No/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies 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:

Lots Numbered Sixty Seven (67) and Sixty Nine (69).
On Chapel Street, City of Baldwin City, 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 indefessible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Two Thousand Five Hundred - - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said Harry S. Myers and Bessie E. Myers to the said part ies 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 ies 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 part ies making such sale, on demand, to said parties of the first part heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seals the day and year first above written:

Signed, Sealed and delivered in presence of

Harry S. Myers (SEAL)
Bessie E. Myers (SEAL)

(SEAL)
(SEAL)