

Reg. No. 9616  
Fee Paid \$8.75

49929 BOOK 104

MORTGAGE (NO. 528) Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 10th day of July A. D. 1953, between Charles W. Barkley and Frances H. Barkley, husband and wife

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

Witnesseth, That the said part ies of the first part, in consideration of the sum of Thirty 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: The East Six (6) acres of the South Twenty (20) acres of the North Thirty (30) acres of the Northeast Quarter of the Southwest Quarter of Section 4, Township 15, Range 20, Douglas County, Kansas, and West one half of lot 197 and all of lot 199 on Indiana Street, Baldwin City, Kansas and the West one half of lot 170 and all of lot 172 on High Street, 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Thirty Five Hundred & no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Charles W. Barkley and Frances H. Barkley 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 seals the day and year first above written. Signed, Sealed and delivered in presence of Charles W. Barkley (SEAL) Frances H. Barkley (SEAL)

STATE OF KANSAS }  
Douglas, County, } ss.



Be It Remembered, That on this 10th day of July A. D. 1953 before me, Hale Steele, a Notary Public in and for said County and State, came Charles W. Barkley and Frances H. Barkley 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. Hale Steele Notary Public

My Commission expires December 12 1953. Howard A. Beck Register of Deeds

Recorded August 7, 1953 at 10:25 A. M.

Handwritten notes and signatures in the bottom left corner, including 'Howard A. Beck' and 'Subscribed'.