

50637 BOOK 105

MORTGAGE

(N.P. 52B)

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

This Indenture,Made this 22nd day of October
A. D. 19 53, between Landis H. Newbanks and Minnie A. Newbanks,
husband and wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Two Thousand and no/100 ----- DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, has 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:

Lots Numbered One hundred Fourteen (114), One Hundred
Sixteen (116), One hundred Eighteen (118) and the East
Fifteen (15) feet of South Fifty (50) feet of Lot One
hundred Twenty (120) all on King Street, in Baldwin
City, Douglas County, 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 Partdo 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 Two Thousand and no/100 -----
Dollars, according to the terms of one certain note this day executed and delivered by the
said Landis H. Newbanks and Minnie A. Newbanks, husband and wife to the
said part y of the second part y

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 Landis H. Newbanks and Minnie A.
Newbanks, husband and wife, their heirs and assigns

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

Signed, Sealed and delivered in presence of

Landis H. Newbanks (SEAL)
Minnie A. Newbanks (SEAL)

STATE OF KANSAS

Douglas County, } ss.

Be It Remembered, That on this 22nd day of October A. D. 19 53before me, The undersigned, a Notary Publicin and for said County and State, came Landis H. Newbanks andMinnie A. Newbanks, husband and wifeto me personally known to be the same person 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 March 8 1954

Ronald D. Nutt Notary Public
Harold G. Beck