

50797 BOOK 105

MORTGAGE

(NO. 528)

Boyle's Legal Blanks, CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 6th day of November
A. D. 19 53, between Ivan L. Boyd and Margaret F. Boyd, his wifeof Baldwin City, in the County of Douglas and State of Kansas
of the first part, and Trustees of the Baker University, a corporation

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of One Thousand Nine Hundred Seventy and 37/100 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:

Lots Ninety-six (96), Ninety-eight (98) and One Hundred (100) and the South Fifty (50) feet of Lots Ninety-Five (95), Ninety-seven (97) and Ninety-nine (99) on King Street in Baldwin, 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 firstdo 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 indefensible estate of inheritance therein, free and clear of all incumbrances whatsoever.

This grant is intended as a mortgage to secure the payment of One Thousand Nine Hundred Seventy & 37/100 Dollars, according to the terms of a certain written obligation this day executed and delivered by the said parties of the first part to the said part y of the second part its heirs and assigns.

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 surplus, 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

Ivan L. Boyd (SEAL)
Margaret F. Boyd (SEAL)

STATE OF KANSAS

Douglas County, ss.Be It Remembered, That on this 6th day of November A. D. 19 53

before me, Aurice Duane Hurre, a Notary Public in and for said County and State, came Ivan L. Boyd and Margaret F. Boyd, his wife to 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 June 27, 1956Aurice Duane Hurre Notary Public

Recorded November 10, 1953 3:10 P. M.

Harold L. Beck Register of Deeds
By Subers Leiber, Deputy

See Release See Book 107- Page 270.