

50845 BOOK 105

MORTGAGE.

(NO. 52B)

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

# This Indenture,

Made this 16th day of November  
A. D. 1953, between Charles W. Barkley and Francis 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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand Three 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 the West One Half of Lot 197 and all of Lot 199 on Indiana Street, Baldwin City, 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 Charles W. Barkley and Francis H. Barkley 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 Four Thousand Three Hundred - - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said parties of the first part 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 its 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)  
Francis H. Barkley (SEAL)

STATE OF KANSAS

Douglas County, } ss.



Be It Remembered, That on this 16th day of November A. D. 1953

before me, Hale Steele, a Notary Public  
in and for said County and State, came Charles W. Barkley and Francis H. Barkley, 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 December 12 1955

Hale Steele Notary Public

Harold A. Beck Notary of Leeds

*Handwritten notes at the bottom of the page, including "Baldwin State Bank" and other illegible text.*