

MORTGAGE

(NO. 52B)

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

54987 Book 108

This Indenture,Made this 7th day of FebruaryA. D. 19 55, between James A. Watkins and Lila M. Watkins
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

Fifty Seven Hundred DOLLARS,to they duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party 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 South One-Half (S $\frac{1}{2}$) of Lot Sixty Five (65) and the South One-Half (S $\frac{1}{2}$) of Lot Sixty Three (63) on Chapel Street, in Baldwin City, County of Douglas, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said James A. Watkins and Lila M. Watkinsdo 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

Dollars, according to the terms of one certain note this day executed and delivered by the said James A. Watkins and Lila M. Watkins to the

said party 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 party 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 party making such sale, on demand, to said parties of the first parttheir heirs and assignsIn 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

James A. Watkins (SEAL)
Lila M. Watkins (SEAL)

STATE OF KANSAS

Douglas County.Be It Remembered, That on this 7th day of February A. D. 19 55before me, C. B. Butell a Notary Public
in and for said County and State, came James A. Watkins and Lila M. Watkins, 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 Oct. 6, 1956W. Butell Notary Public