

MORTGAGE

60258

(NO. 228)

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

Book 113

This Indenture,

Made this 24th day of July
A. D. 1956, between Nelson P. Horn and Nell Horn, husband and wife

of 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 part 1st of the first part, in consideration of the sum of

Nine Thousand ----- 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 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 West 57 feet of Lots 34, 35, and 36, and the West 57 feet of the North Half of Lot 37, all on Eighth Street, in the City of Baldwin City.

Also all of Lots 91, 92, 93, 94, and 96 on Chapel Street in the City of Baldwin City, in Douglas County, 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 Nelson P. Horn and Nell Horn 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 Nine Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Nelson P. Horn and Nell Horn 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 first parties

their heirs and assigns

In Witness Whereof, The said parties 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

Nelson P. Horn
Nell Horn

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Be It Remembered, That on this 24 day of July A. D. 1956

before me, C. B. Rutall a Notary Public

in and for said County and State, came Nelson P. Horn and

Nell Horn, 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.

Lois Ruth Notary Public

Frances M. Apoor, Deputy

parted return on book in page 137

Harold L. Beck
By _____
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