

58568 Book 110

MORTGAGE

(NO. 52B)

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

**This Indenture,**Made this 23 day of June  
A. D. 1955, between A. L. Rollins and LaVerna Rollins, his wifeof Baldwin, in the County of Douglas and State of Kansas  
of the first part, and T. I. Mullins and Theodosia L. Mullins, his wife

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Twelve Hundred and 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 ies of the second part their 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:

All of lots 139 and 141 on Chapel 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 A. L. Rollins and LaVerna Rollins, his wife 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 indefensible estate of inheritance therein, free and clear of all incumbrances except a First Mortgage Loan in the amount of \$7,000.00 with

The Ottawa Building and Loan Ass'n., Ottawa, Kansas

This grant is intended as a mortgage to secure the payment of Twelve Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said A. L. Rollins and LaVerna Rollins, his wife to the said part ies of the second part T. I. Mullins and Theodosia L. Mullins, his wife

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 ies of the second part their 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

heirs and assigns

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

Signed, Sealed and delivered in presence of

A. L. Rollins (SEAL)  
A. L. Rollins (SEAL)  
LaVerna Rollins (SEAL)  
LaVerna Rollins (SEAL)

STATE OF KANSAS

Douglas County, } ss.



My Commission expires

Be It Remembered, That on this 23 day of June A. D. 1955  
before me, the undersigned a Notary Public  
in and for said County and State, came A. L. Rollins and  
LaVerna Rollins, 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.

3/8 1955

Donald O. Nutt Notary Public

Recorded June 24, 1955 at 11:25 A. M.

Donald O. Nutt Register of Deeds

A note for \$7,000.00, bearing date of June 23, 1955, was duly executed and delivered by the said A. L. Rollins and LaVerna Rollins, his wife, to the said T. I. Mullins and Theodosia L. Mullins, his wife, for the purpose of securing the payment of the same.

Witness my hand and seal this 24th day of June, 1955.

*Handwritten notes and signatures at the bottom right of the page.*