

MORTGAGE

53975 (No. 52B)

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

Book 110

**This Indenture,** Made this 30th day of July  
A. D. 1955, between Eldon Wayne Good and Wanda Irene Good,  
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 ies of the first part, in consideration of the sum of  
Four Thousand Five 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 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 North Fifty-five feet of lots One Hundred Twenty-  
five (125) and One Hundred Twenty-seven (127) and the  
north fifty-five feet of the east One-half (E $\frac{1}{2}$ ) of lot  
One Hundred Twenty-nine (129) on Jersey 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 Eldon Wayne Good and Wanda Irene Good, husband and 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 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 Five Hundred & no/100  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Eldon Wayne Good and Wanda Irene Good, husband and wife to the  
said part Y of the second part The Baldwin State Bank, Baldwin, Kansas.

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  
heirs and assigns

**In Witness Whereof,** The said part ies 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  
Eldon Wayne Good (SEAL)  
Wanda Irene Good (SEAL)  
Wanda Irene Good

STATE OF KANSAS

Douglas County.



**Be It Remembered,** That on this 30 day of July A. D. 1955  
before me, undersigned a Notary Public  
in and for said County and State, came Eldon Wayne Good and Wanda  
Irene Good, husband and 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 first above written.

My Commission expires 3/8/ 1958 Donald O. Nutt Notary Public  
Donald O. Nutt

Recorded August 1, 1955 at 10:15 A.M. James P. Cook Register of Deeds

ALL ASSESSMENTS and taxes having been paid in full, this mortgage is hereby released, and the lien  
thereon is terminated. Witness my hand this 10 day of September 1955.

1955  
By James P. Cook Register of Deeds  
By James P. Cook President