

57575 Book 110

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

This Indenture, Made this 17th day of SeptemberA. D. 1955, between Ivan T. Gibler and Betty M. Gibler, husband and wife,of Lawrence, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, a corporation, of Baldwin, Kansas,

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-five Hundred Dollars (\$2,500.00) - - - - - ~~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 successors
all that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit:

The Southwest Quarter of the Northeast Quarter of Section Seventeen
(17); also a right-of-way for road along the South side of said Northeast
Quarter described as follows: Beginning at the Southeast Corner of the North-
east Quarter of said Section No. Seventeen (17), thence running West 80 rods,
thence North 2 rods, thence East 80 rods, thence South 2 rods to place of
beginning, all in Township Fourteen (14), Range Twenty (20), Douglas County,
Kansas.

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

And the said parties of the first partdo 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 Twenty-five Hundred Dollars (\$2,500.00)
~~Notes~~ according to the terms of a certain promissory note this day executed and delivered by the
said parties of the first part 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 successors
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 part, their

heirs and assigns

In Witness Whereof, The said parties 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

Ivan T. Gibler (SEAL)
Betty M. Gibler (SEAL)
Betty M. Gibler (SEAL)

STATE OF KANSAS,

Douglas

County, ss.

BE IT REMEMBERED, That on this 17th day of September A. D. 1955,
before me, the undersigned a Notary Publicin and for said County and State, came Ivan T. Gibler and Betty M. Gibler, husband and wife,to me personally known to be the same persons who executed the foregoing 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 January 26, 1959Margaret E. Harwood Notary PublicDavid A. Beck Register of Deeds

*When the mortgage is paid in full this mortgage is hereby
cancelled and the same shall be void. I, David A. Beck, Register of Deeds,
do hereby certify that the above mortgage was duly recorded in Book 110, Page 57575, of the
Official Record of the County of Douglas, State of Kansas, on the 17th day of September, 1955.*