

64957

BOOK 117

MORTGAGE

(No. 52A)

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**This Indenture,** Made this 27th day of January  
A. D. 1958, between Delbert W. Chanay and Alta L. Chanay

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Six Hundred & 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 V of the second part Its Successors 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:

A tract of Land beginning at the South-east  
corner of the West Half of the South-east  
Quarter of Section Two (2), Township Fourteen  
(14), Range Twenty (20); thence North 433 Feet;  
thence West 503 Feet; Thence South 433 Feet;  
thence East to the place of beginning.  
Containing 5 Acres.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said Delbert W. Chanay and Alta L. Chanay  
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 Twenty Six Hundred & No/100-  
Dollars, according to the terms of One certain Note this day executed and delivered by the  
said Delbert W. Chanay & Alta L. Chanay to the  
said part V 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 part of the second part executors, administrators,  
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 part  
making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their  
hand<sup>s</sup> and seal<sup>s</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

Delbert W. Chanay (SEAL)  
Delbert W. Chanay (SEAL)  
Alta L. Chanay (SEAL)  
Alta L. Chanay (SEAL)

STATE OF KANSAS,

Kansas

County

BE IT REMEMBERED, That on this 27th day of January A. D. 1958

before me, Hale Steele

a Notary Public

in and for said County and State, came Delbert W. Chanay and  
Alta L. Chanay

to me personally known to be the same person 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 December 12 19 59

Notary Public



Bernard Bick Register of Deeds

I hereby certify that the foregoing instrument was duly recorded in the office of the Register of Deeds of Douglas County, Kansas, on this day of January, 1958.

Notary Public