

65155

BOOK 117

MORTGAGE—Standard Form

(No. 52 A)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 19th day of February

A. D. 1958, between Charles W. Barkley and Frances H. Barkley, husband and wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Chas. E. Story and Alta M. Story, husband and wife, as joint tenants with right of survivorship and not as tenants in common, of Baldwin, Kansas, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of ONE THOUSAND, FOUR HUNDRED EIGHTY 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 parties 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: The East 5 acres of the North 20 acres of the South 70 acres of the East one-half of Southwest Quarter of Section 4, Township 15, Range 20, Douglas County, Kansas, containing 5 acres more or less.
Also the East 1 acre of the West 5 acres of the East 10 acres of the South 20 acres of the North 30 acres of the Northeast Quarter of Southwest Quarter of Section 4, Township 15, Range 20, Douglas County, Kansas.
Also the West one-half of Lot 170 and all of Lot 172, both on High Street, in the City of Baldwin City, Kansas.
Also the West one-half of Lot 197 and all of Lot 199, both on Indiana Street, in the City of Baldwin City, Kansas.

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

And the said Charles W. Barkley and Frances H. Barkley

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 except a first mortgage to The Ottawa Building & Loan Ass'n of

Ottawa, Kansas, in the amount of \$5800.00, recorded in Douglas County Register of Deeds Office, Lawrence, Kas. Fourteen Hundred Eighty and No/100

This grant is intended as a mortgage to secure the payment of Dollars, according to the terms of one certain Promissory Note this day executed and delivered by the said Charles W. Barkley and Frances H. Barkley to the

said parties of the second part payable \$30.00 monthly until fully paid, first payment due March 19, 1958, and successive installments on the 19th day of each month thereafter until paid. Interest on delinquent payments 10% per annum,

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 parties 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 parties 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

Charles W. Barkley (SEAL)
Charles W. Barkley (SEAL)
Frances H. Barkley (SEAL)
Frances H. Barkley (SEAL)

STATE OF KANSAS

Douglas

County ss.



Be It Remembered, That on this 19th day of February A. D. 1958 before me, C. B. Willey

a Notary Public

in and for said County and State, came Charles W. Barkley and Frances H. Barkley, husband and wife,

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 February 5 1961

C. B. Willey
C. B. Willey Notary Public

Spencer, Back Register of Deeds