

65281

BOOK 117

MORTGAGE.

(NO. 52B)

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

# This Indenture,

Made this 26th day of February  
A. D. 19 58, between Raymond Schutz and Darlene Schutz, 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  
Two Thousand Two 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 V of the second part its <sup>Successors</sup> 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 Twenty-eight (28) acres of the West Fifty (50)  
acres of the Southwest Quarter of Section Twenty-one (21),  
Township Fourteen (14), Range Twenty (20) in Douglas County,  
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 Raymond Schutz and Darlene Schutz, husband and wife  
does 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 Two Hundred and no/100 -----  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Raymond Schutz and Darlene Schutz, husband and wife to the  
said part V 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 V of the second part its <sup>Successors</sup> 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 ies 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of  
Raymond Schutz (SEAL)  
Darlene Schutz (SEAL)