

65389

BOOK 118

MORTGAGE

(NO. 52B)

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

This Indenture,Made this 20th day of March
A. D. 19 58, between James H. Hobson and Wilma J. Hobson, husband and wifeof 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 part ies of the first part, in consideration of the sum of Three Thousand & No/100- DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant,
bargain, sell and Mortgage to the said part y of the second part its successor Yours 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 West One Half of Lot Numbered Sixty Four (64) and all of
Lot Numbered Sixty Six (66) on Chapel Street in the City of
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 James H. Hobson and Wilma J. Hobson
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
incumbrancesThis grant is intended as a mortgage to secure the payment of Three Thousand & No/100-
Dollars, according to the terms of One certain Note this day executed and delivered by the
said James H. Hobson and Wilma J. Hobson to the
said part y of the second partand 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 ies 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 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 ve hereunto set their
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James H. Hobson (SEAL)James H. Hobson (SEAL)Wilma J. Hobson (SEAL)Wilma J. Hobson (SEAL)

STATE OF KANSAS

Douglas County, ss.**Be It Remembered**, That on this 20th day of March A. D. 19 58before me, Hale Steele a Notary Publicin and for said County and State, came James H. Hobson and
Wilma J. Hobson, husband and wifeto me personally known to be the same persons who executed the within instrument of
writing, and duly acknowledged the execution of the same.**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal on
the day and year first above written.My Commission expires December 12 19 59Hale Steele Notary Public

Recorded March 21, 1958 at 9:25 A.M.

The within instrument having been filed in the office of the Register of Deeds, County of Douglas, State of Kansas, and the same being correct and legal, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Attest: Donald C. Matt, Exec. Vice President

The Baldwin State Bank
Hale Steele, Cashier

(Corp. Seal)

This release
was written
on the original
mortgage entered
this 24 day
of August
19 54Harold A. Beck
Notary Public
By James Beem