

65658

BOOK 118

MORTGAGE.

(NO. 52B)

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

# This Indenture,

Made this 21 day of April  
A. D. 1958, between Earlston A. Sieg and Viola Sieg, his wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and William Hey, Jr. and Ivabelle Hey, his wife

of the second part.

**Witnesseth**, That the said part ies of the first part, in consideration of the sum of Fifteen 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 ies 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 South Half of Lot Five (5) and all of Lot  
Six (6) in Block Ninety-one (91), in Baldwin City,  
formerly Palmyra.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said Earlston A. Sieg and Viola Sieg, his wife  
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 Fifteen Hundred and no/100 -----  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Earlston A. Sieg and Viola Sieg, his wife to the  
said part ies of the second part William Hey, Jr. and Ivabelle Hey, his wife

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 ies 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 part y making such sale, on demand, to said

heirs and assigns

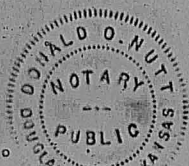
**In Witness Whereof**, The said part ies of the first part have hereunto set their  
hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Earlston A. Sieg (SEAL)  
Earlston A. Sieg (SEAL)  
Viola Sieg (SEAL)  
Viola Sieg (SEAL)

STATE OF KANSAS

Douglas County, ss.



**Be It Remembered**, That on this 21 day of April A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Earlston A. Sieg and  
Viola Sieg, his wife

to me personally known to be the same person who executed the within 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 March 8, 1962

Donald O. Nutt Notary Public

Register of Deeds

W. H. Hey Jr.  
Notary Public