

66576

BOOK 119

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

**This Indenture,** Made this 26th day of JulyA. D. 1958, between Donald Schwartz and Jane Schwartz, his wifeof 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 1st of the first part, in consideration of the sum of Fourteen Thousand ----- 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 Y of the second part its ~~heirs~~ <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:

Beginning 36 rods north of the Southeast corner of the South east quarter (SE $\frac{1}{4}$ ) of Section 33, Township 14, Range 19; thence west 27.8 rods; thence north 11 $^{\circ}$  14' west 20.56 rods; thence north 75 feet; thence east at a right angle to the east line of said quarter section; thence south to point of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Donald Schwartz and Jane Schwartz, his wifedo 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 Fourteen Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Donald Schwartz and Jane Schwartz, his wife to the said part Y 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 Y of the second part its ~~executors~~ <sup>administrators</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 making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st of the first part has 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

Donald Schwartz (SEAL)  
Donald Schwartz (SEAL)  
Jane Schwartz (SEAL)  
Jane Schwartz (SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 26 day of July A. D. 19 58before me, C. B. Butell a Notary Publicin and for said County and State, came Donald Schwartz  
and Jane Schwartz, husband and wife

to me personally known to be the same persons 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 Oct. 6, 1960

C. B. Butell Notary Public  
C. B. Butell

