

67020

BOOK 119

MORTGAGE

(No. 51A)

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This Indenture, Made this 6th day of SeptemberA. D. 1958, between Wesley A. Jackson and Mildred Irene Jackson,
husband and wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and Baldwin State Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 party of the second part its ~~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 Thirty acres of the South West Quarter
of the South West Quarter of Section Eight, Township
Fourteen, Range Twenty in Douglas County, State of Kansas

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

And the said Wesley A. Jackson and Mildred Irene Jackson

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 Dollars, according to the terms of one certain note this day executed and delivered by the said Wesley A. Jackson and Mildred Irene Jackson to the said party 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 party of the second part its ~~and~~ assigns, 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 Wesley A. Jackson and Mildred Irene Jackson their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Wesley A. JacksonMildred Irene Jackson

Wesley A. Jackson (SEAL)
Mildred Irene Jackson (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 6th day of Sept. A. D. 1958before me, G. B. Butell a Notary Publicin and for said County and State, came Wesley A. Jackson andMildred Irene Jackson, 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, 1960G. B. Butell

Notary Public



16th
January
61
Mildred Irene Jackson

Registered by
Marie Wilson, Clerk