

Reg. No. 14,453
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BOOK 119

MORTGAGE

(No. 52A)

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

This Indenture, Made this 3rd day of OctoberA. D. 1958, between William H. Randel and Thelma M. Randel, his 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 1st of the first part, in consideration of the sum of Three Thousand 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 Y of the second part its successors 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:

Lots numbered Forty-five (45), Forty-seven (47), Forty-nine (49), Fifty-one (51), Fifty-three (53), Fifty-five (55) and Fifty-seven (57) on Elm Street, in the City of Baldwin City, Kansas

Also, The South One-half ($S\frac{1}{2}$) of Lot Sixty-seven (67) on Elm Street in the City of Baldwin

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said William H. Randel and Thelma M. Randel, 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 Three Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said William H. Randel and Thelma M. Randel, his wife to the said part Y 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 Y of the second part its successors 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 have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William H. Randel (SEAL)
William H. Randel (SEAL)
Thelma M. Randel (SEAL)
Thelma M. Randel (SEAL)

STATE OF KANSAS,

Douglas County ss:BE IT REMEMBERED, That on this 3 day of October A. D. 19 58

before me, the undersigned a Notary Public
in and for said County and State, came William H. Randel and Thelma M. Randel, his wife

to me personally known to be the same person 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

3/8/62 1962Donald O. Nutt

Notary Public



Recorded October 4, 1958 at 2:52 P.M.

Thelma M. Randel Register of Deeds