

C8102 BOOK 120

MORTGAGE

O (Rev. 52A)

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This Indenture, Made this 9th day of DecemberA. D. 1958, between Dale W. Sieg and Evelyn G. Sieg,
husband and 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 parties of the first part, in consideration of the sum of Forty Two 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 party of the second part its successors all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at a point 63 rods West of the Northeast Corner of the Northeast Quarter of Section 9, Township 15, Range 20, thence South 50 rods, thence West 20 rods, thence North 50 rods, thence East 20 rods to place of beginning.

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

And the said Dale W. Sieg and Evelyn G. Sieg

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 Forty-Two Hundred and no/100 ——— Dollars, according to the terms of one certain note this day executed and delivered by the said Dale W. Sieg and Evelyn G. Sieg 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 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 party making such sale, on demand to said

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

✓ Dale W. Sieg (SEAL)
Dale W. Sieg (SEAL)
✓ Evelyn G. Sieg (SEAL)
Evelyn G. Sieg (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 9th day of December A. D. 1958

before me, the undersigned a Notary Public

in and for said County and State, came Dale W. Sieg and Evelyn G. Sieg, 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.

March 8, 1962

Donald O. Nutt Notary Public



Recorded on December 19, 1958 at 2:10 P.M.

Harold A. Beck

Reg. of Deeds

By Sherrill Smith

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