C8103 BOOK 129 THE ALL AND ALL MORTGAGE (No. 52A) Boyles Legal Blanks-FOREE PRINTING CO.-Lawrence, Kansar This Indenture, Made this 15 December A. D. 1958 _____ between _____ Fred J. Barnes and Stella M. Barnes, his wife , in the County of Douglas of Baldwin Kansas and State of ... 1 The Baldwin State Bank, Baldwin, Kansas of the first part, and of the second part. Witnesseth, That the said parties of the first part, in consideration of the sum of ---- DOLLARS, Four Thousand and no/100 - - - - - - - - - - - - - - - to them duly paid, the receipt of which is hereby acknowledged, ha Ve sold and by these presents do. SUCCESSORS grant, bargain, sell and Mortgage to the said part. Y of the second part its NEREX and assigns forever, and State of The West Ten (10) feet of Lots One Hundred Five (105) and all of Lot One Hundred Seven (107), on Jersey Street, in Baldwin ^Uity, Douglas County, ^Kansas. with all the appurtenances, and all the estate, title and interest of the said part 195 of the first part therein. And the said Fred J. Barnes and Stella M. Barnes, his wife hereby covenant and agree that at the delivery hereof they are the lawful owner of do 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 Four Thousand and no/100 - - - - - -Dollars, according to the terms of One certain note ... this day executed and delivered by the said Fred J. Barnes and Stella M. Barnes, his wife to the said part J. 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 thall become due and payable, and it shall be lawful for the said part. W. of the second part. Its conveyed administrat-ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-scribed by law; and out of all the moneys arising from such saie to retain the amount then due for principal and interest, together with the costs and charges of making such saie, 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 163 of the first part ha vo hereunto set their hand S and seal S the day and year first above written. & Barnes red (SEAL) Signed, Sealed and delivered in presence of Fred J. Barnes (SEAL) Stille m. Darnes (SEAL) Stella M. Barnes (SEAL) STATE OF KANSAS, 881 County Doulas BE IT REMEMBERED, That on this 15 day of December A. D. 19.58. before me, the undersigned a Notary Public 10 0.N in and for said County and State, came Fred J. Barnes and Stella. M. Barnes, his wife NOTARY 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. 00 PUBLIC Vonald O. Mutt With Notary Publi 3/8/ 19 62 Recorded on December 19, 1958 at 2:15 P.M.