

MORTGAGE—Standard Form (No. 53 B) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, 75488 BOOK 126
Made this 10 day of December
A. D. 19 60, between Eugene W. Deay, a single man
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 Y of the first part, in consideration of the sum of Twenty Five Hundred and no/100 DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has 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:

The Southwest Quarter (SW4) of the Southeast Quarter (SE4)
of Section Twenty Three (23), Township Fourteen (14),
Range Twenty (20) in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Eugene W. Deay, a single man do hereby covenant and agree that at the delivery hereof he is 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 Twenty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Eugene W. Deay, a single man 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 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 Y of the first part has hereunto set his hand and seal the day and year first above written.
Signed, Sealed and delivered in presence of Eugene W. Deay (SEAL)
Eugene W. Deay (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County }
Be It Remembered, That on this 10 day of December A. D. 19 60 before me, the undersigned, a Notary Public in and for said County and state, came Eugene W. Deay, a single man to me personally known to be the same person who executed the within 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 3/6/ 19 62
Donald O. Nutt Notary Public

Recorded December 15, 1960 at 1:55 P.M.

Parold A. Book Register of Deeds

For Release of Mortgage See Book 159, page 155.