

Reg. No. 16,815  
Fee Paid \$17.50

MORTGAGE-Standard Form

77123

BOOK 128

Made this

7TH

P. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

day of June

**This Indenture.**

A. D. 19 61, between

Ralph J. Hess, Jr. and Kayelene Hess, husband and wife

of Baldwin

in the County of Douglas

and State of Kansas

of the first part, and

The Baldwin State Bank

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of  
Seven Thousand & 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 2nd 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:

Beginning at the Southeast corner of the South 30 acres of the Southwest Quarter of the Southwest Quarter of Section Eight (8), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian; thence West 150 feet; thence North 290.4 feet; thence East 150 feet; thence South 290.4 feet to the point of beginning, containing 1 acre, more or less.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Ralph J. Hess, Jr. and Kayelene Hess

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 Seven Thousand &amp; No/100- - - - -

Dollars, according to the terms of One certain note

this day executed and delivered by the

said Ralph J. Hess Jr. and Kayelene Hess

to the

said part 2nd 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 part 2nd of the second part 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 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

Ralph J. Hess Jr. (SEAL)

Ralph J. Hess Jr. (SEAL)

Kayelene Hess (SEAL)

Kayelene Hess (SEAL)

STATE OF KANSAS,

Douglas

County

Be It Remembered, That on this 7th day of June A. D. 19 61

before me,

Hale Steele

a Notary Public

in and for said County and state, came Ralph J. Hess, Jr. and

Kayelene Hess

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

December 12

19 63

Notary Public

Recorded June 10, 1961 at 9:00 A.M.

Hale Steele

Register of Deeds