

MORTGAGE

(No. 52A)

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81111 BOOK 131

THIS INDENTURE

Made this 10 day of July

A. D. 19 62, between Elvin E. Dillon and LaVergne Dillon, 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 Ten Thousand and no/100 ----- DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha VS sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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: The North half of the Northeast quarter of the Southeast Quarter of Section Five (5) Township Fifteen (15), Range Twenty (20), less a strip one hundred fifty (150) feet wide off the Southside of the East half of said tract. Also, the North Twenty five (25) acres of the Northwest quarter of the Southeast quarter of Section Five (5) Township Fifteen (15), Range Twenty (20), Containing in all Forty Two and Seventy Three Hundredths acres (42.73) in Douglas County, Kansas

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

And the said Elvin E. Dillon and LaVergne Dillon, his wife

do hereby covenant and agree that at the delivery hereof they have 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 Ten Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Elvin E. Dillon and LaVergne Dillon, 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 1st 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 in the amount then due for principal and interest, together with the costs and charges of making such sale, and the over plus, 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 ha vs hereunto set their

Hand s and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Elvin E. Dillon (SEAL)  
Elvin E. Dillon (SEAL)  
LaVergne Dillon (SEAL)  
LaVergne Dillon (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 10 day of July A. D. 19 62 before me, the undersigned a Notary Public in and for said County and State, came Elvin E. Dillon and LaVergne Dillon, 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/ 1966

Donald O. Nutt Notary Public