

Reg. No. 18,027  
Fee Paid \$25.00

## M-O-R-T-G-A-G-E

81379

BOOK 131

THIS INDENTURE, Made this 1st day of August, in the year of our Lord nineteen hundred sixty-two, between GILBERT D. GILGES and HAZEL GILGES, his wife, and LAVERNE R. GILGES and PATRICIA GILGES, his wife, of Baldwin, in the County of Douglas, State of Kansas, of the first part, and ANDREW M. LUTZ, of the second part,

## WITNESSETH:

That the said parties of the first part, in consideration of the sum of TEN THOUSAND (\$10,000.00) 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, his heirs 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 North Half of the Northwest Quarter of Section 5, Township 15 South, Range 19 East, Douglas County, Kansas, less the following: Beginning at the Northwest corner of Section 5, Township 15, Range 19, Douglas County, Kansas; thence East 222 feet; thence South 210.5 feet; thence West 47 feet; thence South 60 feet; thence West 10 feet; thence South 43 feet; thence West 165 feet; thence North 313.5 feet to the point of beginning, less public highway;

Also less the following:

Beginning at the Northeast corner of the Northwest Quarter of Section 5, Township 15 South, Range 19 East; thence West 25 rods; thence South 22 rods; thence East 25 rods; thence North 22 rods to the place of beginning, Douglas County, Kansas, less public highway,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 (\$10,000.00) Dollars, according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part 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, his 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

*Gilbert D. Gilges*  
Gilbert D. Gilges

*Laverne R. Gilges*  
Laverne R. Gilges

*Hazel Gilges*  
Hazel Gilges

*Patricia Gilges*  
Patricia Gilges