

MORTGAGE (No. 52A) The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

83037 BOOK 133

THIS INDENTURE Made this 27th day of December A. D. 1962, between Ernest J. Johannig and Clara J. Johannig, 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 ies of the first part, in consideration of the sum of Ten Thousand Fifty-four and 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 y of the second part its successors 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 West Half (W¹/₂) of the Southwest Quarter (SW¹/₄) of Section 20, Twp. 14, Range 19 in Douglas County, Containing 80 acres more or less.

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

And the said 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 Ten Thousand Fifty-four and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said 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 Administrators and assigns, at any time thereafter, to sell the premises here by 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 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 ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of Ernest J. Johannig (SEAL) Ernest J. Johannig (SEAL) Clara J. Johannig (SEAL) Clara J. Johannig (SEAL)

STATE OF KANSAS, Douglas County ss:

BE IT REMEMBERED, That on this 27th day of December A. D. 1962 before me, the undersigned a Notary Public in and for said County and State, came Ernest J. Johannig and Clara J. Johannig, 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 March 8, 1966 Donald O. Nutt Notary Public

Recorded January 9, 1963 at 3:30 P. M.

Harold A. Beck Register of Deeds

For Waiver of Lien see Book 139 Page 442