

MORTGAGE

(No. 52A)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

85016 BOOK 135

THIS INDENTURE Made this 8th day of July

A. D. 1963, between E.D. Pence and Vida L. Pence, husband and wife

of Baldwin City, in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifty Five Hundred & 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 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 a point 290 feet East of the Southwest Corner of Section No. Thirty Four (34), Township No. Fourteen (14), Range No. Twenty (20), thence North 457 feet, thence East 250 feet, thence South 457 feet, thence West 250 feet to the place of beginning, excepting Lots Nos. 5 and 6 in Block 90, all in vacated townsite of Palmyra.

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

And the said E.D. Pence and Vida L. Pence

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 Dollars, according to the terms of one certain Note this day executed and delivered by the said E.D. Pence and Vida L. Pence to the said part Y 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 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 parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

E. D. Pence (SEAL)  
Vida L. Pence (SEAL)  
Vida L. Pence (SEAL)

STATE OF KANSAS,



Douglas County KS:

BE IT REMEMBERED, That on this 8th day of July A. D. 19 63 before me, Hale Steele a Notary Public in and for said County and State, came E.D. Pence and Vida L. Pence

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 December 12 19 63 [Signature] Notary Public

Recorded July 30, 1963 at 1:05 P.M.

[Signature] Register of Deeds

Notary Public  
Douglas County, Kansas  
Hale Steele  
1963

James E. [Signature]  
Rep. of [Signature]  
By [Signature]  
Deputy