

MORTGAGE

(No. 32A)

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

85527 BOOK 135

THIS INDENTURE

Made this 5th day of August

A. D. 1963, between Arlon Keplinger and Beulah Keplinger, husband and wife

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and Will Hay and Emma M. Hay, husband and wife, as joint tenants with
right of survivorship and not as tenants in common.

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Forty Two Hundred Fifty 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 1st of the second part their 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:

Lots 83, 85, 87 and 89 and that portion of lot 91 lying East of the center
of the creek running through said lot 91, and being the East 21 feet, more or
less, of said lot 91, all on Elm Street in the City of Baldwin City;
Also, lot 20 and 21, less the south 25 feet of lot 21, also known as subdivision
number Twenty (20) and Subdivision Number Twenty-one (21), in the Southeast
Quarter of Section Five (5), Township Fifteen (15), Range Twenty, all 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 parties of the first part

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 Forty Two Hundred Fifty and no/100
Dollars, according to the terms of one certain note this day executed and delivered by the
said parties of the first part to the
said part 1st 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 1st of the second part their 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 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 1st 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Arlon E. Keplinger (SEAL)
Arlon Keplinger (SEAL)
Beulah Keplinger (SEAL)
Beulah Keplinger (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 10 day of September A. D. 1963

before me, the undersigned a Notary Public

in and for said County and State, came Arlon Keplinger and
Beulah Keplinger, husband and 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

3/5 1966

Donald O. Nutt

Notary Public

