

Rep. No. 1, 1963
Fee Paid \$11.75

MORTGAGE

(No. 52A)

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86555 BOOK 136

THIS INDENTURE

Made this 27th day of December

A. D. 1963, between Max D. Kepple and Theda C. Kepple, husband & wife

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

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Seven Hundred Thirty & 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 party 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 the Southwest corner of the Northeast Quarter, thence East 107.75 rods; North 48 rods; West 107.75 rods; South 48 rods to the place of beginning, containing 32 1/3 acres; also the Northeast Quarter of the Southwest Quarter, containing 40 acres, all being in Section 20, Township 14, Range 20, in foresaid County and State.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein:

And the said Max D. Kepple and Theda C. Kepple

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 seven Hundred Thirty & No/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Max D. Kepple and Theda C. Kepple 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 its 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 over plus, if any there be, shall be paid by the party making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their

hand and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Max D. Kepple (SEAL)
Theda C. Kepple (SEAL)
Theda C. Kepple (SEAL)

STATE OF KANSAS,

Douglas

County ss:



BE IT REMEMBERED, That on this 27th day of December A. D. 1963

before me, Hale Steele a Notary Public

in and for said County and State, came Max D. Kepple and Theda C. Kepple

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 1967

Notary Public

Recorded December 31, 1963 at 2:35 P.M.

Hale Steele Register of Deeds

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Hale Steele
Notary Public
Douglas County, Kansas