

MORTGAGE

86785

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

BOOK 136

This Indenture, Made this 27th day of January

A. D. 1964, between

Ervin Larry Kalb and Rosalia Ruth Kalb, his wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and H. E. De Tar

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand Six Hundred Sixty one & 75/100 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 2nd 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:

Lot Seven (7), of Miller Re-plat, Survey
No. 1198 in Baldwin City, 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 Ervin Larry Kalb and Rosalia Ruth Kalb

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 whatsoever.

This grant is intended as a mortgage to secure the payment of Fifty Six Hundred Sixty one & 75/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Ervin Larry Kalb and Rosalia Ruth Kalb to the said part 2nd 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 2nd 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 part making such sale, on demand to said Ervin Larry Kalb and Rosalia Ruth Kalb

their heirs and assigns

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

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ervin Larry Kalb (SEAL)
Rosalia Ruth Kalb (SEAL)
Rosalia Ruth Kalb (SEAL)

STATE OF KANSAS,

ss:

Franklin County

BE IT REMEMBERED, That on this 27th day of January A. D. 1964

before me, J. H. Cramer, a Notary Public

in and for said County and State, came Ervin Larry Kalb and Rosalia Ruth Kalb, 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 May 14, 1967 J. H. Cramer Notary Public



10
January
1966
Harris Boon
Rec of Deeds
Deputy