

MORTGAGE

(No. 52A)

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

86980 BOOK 136

**THIS INDENTURE** Made this 10th day of February  
A. D. 19 64, between Evelyn Horn

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 part Y of the first part, in consideration of the sum of Fifteen Thousand & No/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, ha<sup>s</sup> 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:

All of Lots Thirty One (31) and Thirty Three (33)  
on Elm Street, City of Baldwin City, Kansas.

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

And the said Evelyn Horn do es hereby covenant and agree that at the delivery hereof she is 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 Fifteen Thousand & No/100 Dollars, according to the terms of One certain Note this day executed and delivered by the said Evelyn Horn 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 part Y of the first part ha<sup>s</sup> hereunto set her  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Evelyn Horn (SEAL)  
Evelyn Horn (SEAL)  
William Horn (SEAL)  
William Horn (SEAL)

STATE OF KANSAS,

Douglas

County } ss:



BE IT REMEMBERED, That on this 10th day of February A. D. 19 64  
before me, Hale Steele a Notary Public  
in and for said County and State, came Evelyn Horn and  
William Horn, her husband

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 67

Notary Public

Harold H. Dick Register of Deeds