

Peg. No. 19,368
Fee Paid \$10.00

MORTGAGE

(No. 52A)

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87376 BOOK 137

THIS INDENTURE Made this 23rd day of March
A. D. 19 64, between Ralph H. Wedd, Sr. and Lora Wedd, his wife

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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part its ~~heirs~~ ^{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:

The South Eighty-five (85) feet of Lots One Hundred Fifty (150), One Hundred Fifty-two (152) and One Hundred Fifty-four (154) on Chapel Street, Baldwin City, Kansas.

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

And the said Ralph H. Wedd, Sr. and Lora Wedd, his wife

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 Four Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Ralph H. Wedd, Sr. and Lora Wedd, his wife to the said part y of the second part The Baldwin State Bank, Baldwin City, Kansas

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 ~~conveyance~~ ^{becomes due} and payable, and it shall be lawful for the said part y 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 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 ies of the first part ha ve hereunto set our hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Ralph H. Wedd, Sr. (SEAL)
Lora Wedd (SEAL)
Lora Wedd (SEAL)

STATE OF KANSAS,

Douglas

County

ss:

BE IT REMEMBERED, That on this 23 day of March A. D. 19 64 before me, the undersigned a Notary Public in and for said County and State, came Ralph H. Wedd, Sr. and

Lora Wedd, 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

March 23, 1964

Donald O. Nutt

Notary Public

Recorded March 24, 1964 at City of ...

Harold A. Beck Register of Deeds
By James Beem, Deputy