

MORTGAGE

(No. 52A)

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

87974 BOOK 137

THIS INDENTURE

Made this 20th day of May

A. D. 1964, between Ernest E. Butell Jr. and Linda L. Butell, husband and 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 Seven Thousand Three Hundred Fifty & 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 Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Ten(10), Township Fourteen (14), Range Twenty (20); thence South 10 rods; thence West 36 rods; thence North 10 rods; thence East 36 rods to the point of beginning, said point being the center of said Northwest Quarter, and containing two and one fourth (2 $\frac{1}{4}$) acres, more or less, in Douglas County, Kansas.

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

And the said Ernest E. Butell Jr. and Linda L. Butell

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 Seven thousand three hundred fifty & 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 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 overplus, 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 hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ernest E. Butell, Jr.

(SEAL)

Linda L. Butell

(SEAL)

Linda L. Butell

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 20th day of May A. D. 1964

before me, Hale Steele a Notary Public

in and for said County and State, came Ernest E. Butell Jr. and

Linda L. Butell

to me personally known to be the same persons 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 May 22, 1964 at 10:10 A.M.

Register of Deeds