

MORTGAGE

(No. 52A)

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89287 BOOK 138

THIS INDENTURE Made this 12th day of September

A. D. 1964, between William Cowart and Mabel Cowart, 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 part 1st of the first part, in consideration of the sum of Five Thousand Five Hundred & 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 part 2d 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 35, 36, 37, and 38 on Orange Street and Lot 70 on Newton Street in the City of 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 William Cowart and Mabel Cowart

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 Fifty Five Hundred & 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 part 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 2d 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 1st 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

William Cowart (SEAL)
William Cowart (SEAL)
Mabel Cowart (SEAL)
Mabel Cowart (SEAL)

STATE OF KANSAS,
Douglas

County

BE IT REMEMBERED, That on this 12 day of September A. D. 1964

before me, Hale Steele a Notary Public

in and for said County and State, came William Cowart and Mabel Cowart

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 Dec 12 1964

Notary Public

Recorded September 14, 1964 at 10:10 A. M.

Hand A. Beck Register of Deeds