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Fee Paid \$12.50

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12 BOOK 139

THIS INDENTURE Made this 9th day of January A. D. 19 65, between Arley E. Lederer and Naomi Lederer, husband and 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

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he, she, sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part its 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:

One Acre out of the Northwest Corner of the North Half of the South East Quarter of Section Eight (8), Township Fifteen (15), Range Twenty (20) in Douglas County, 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 Parties of the first Part 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 Five Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said The Parties of the First Part 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 its heirs 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 2nd making such sale, on demand to said heirs and assigns

In Witness Whereof, The said part 1st of the first part he, she, hereunto set their hand and seal the day and year first above written. Signed, Sealed and delivered in presence of Arley E. Lederer (SEAL) Naomi Lederer (SEAL) Naomi Lederer (SEAL)

STATE OF KANSAS, Douglas County



BE IT REMEMBERED, That on this 9th day of January A. D. 19 65 before me, the undersigned a Notary Public in and for said County and State, came Arley E. Lederer and Naomi Lederer, husband and 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. March 8, 19 66 Donald O. Nutt Notary Public