

MORTGAGE

(No. 52A)

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297 BOOK 139

THIS INDENTURE

Made this 8th day of February

A. D. 1965, between Lester P. Brubaker and Teresa Brubaker
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

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Fifty Four Hundred and 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 1st of the second part their 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:

Beginning at the Northeast Corner of the West half (1/2) of the
Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section
Ten (10), Township Fifteen (15) South, Range Twenty (20) East,
in Douglas County, Kansas, thence South 264 feet, thence East
330 feet, thence North 264 feet, thence West 330 feet to the
place of beginning; Containing 2 acres.

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 Fifty Four Hundred and no/100 -----
Dollars, according to the terms of one certain note this day executed and delivered by the
said Lester P. Brubaker and Teresa Brubaker, husband and wife 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 Y of the second part its 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 Y 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
hands and seal 5th day and year first above written.

Signed, Sealed and delivered in presence of

Lester P. Brubaker (SEAL)
Lester P. Brubaker (SEAL)
Teresa Brubaker (SEAL)
Teresa Brubaker (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 8th day of February A. D. 1965
before me, the undersigned a Notary Public
in and for said County and State, came Lester P. Brubaker and
Teresa Brubaker, 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.

My Commission expires March 8, 1966

Donald O. Nutt Notary Public

Recorded February 10, 1965 at 10:15 A.M.

Jamie Beem Register of Deeds