

Reg. No. 394  
Fee Paid \$18.75

MORTGAGE

(No. 52A)

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1649 BOOK 140

## THIS INDENTURE

Made this 22nd day of June

A. D. 1965, between Vivian G. Courtney, a single woman

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 Y of the first part, in consideration of the sum of  
Seven Thousand Five Hundred & No/100- DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does  
grant, bargain, sell and Mortgage to the said part Y 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:

Lot One Hundred Four (104) less the North Five (5) feet  
thereof and Lot One Hundred Five (105) less the North Five (5)  
feet thereof; all on Indiana Street, City of Baldwin City,  
Kansas.

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

And the said Vivian G. Courtney

do hereby covenant and agree that at the delivery hereof she is 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 Five Hundred & No/100 -  
Dollars, according to the terms of One certain Note this day executed and delivered by the  
said Vivian G. Courtney 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 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 over plus, 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 Y of the first part has hereunto set her  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

*Vivian G. Courtney* (SEAL)  
Vivian G. Courtney (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 22 day of June A. D. 1965  
before me, Hale Steele a Notary Public  
in and for said County and State, came Vivian G. Courtney

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 December 12 1967

Notary Public

Recorded June 23, 1965 at 10:00 A.M.

*Jamie Beem* Register of Deeds