

MORTGAGE BOOK 112 3627

(No. 32A)

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This Indenture, Made this 29th day of NovemberA. D. 1965, between Ellsworth Westgate and Joan Westgate, his wifeof 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 Three Thousand 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 2d of the second part its successors 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:

Lots 78 and 79 on Media as shown on the recorded plat of Media, in the office of Registrar of Deeds in and for Douglas County, Kansas, and now annexed to the City of Baldwin City, 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 Ellsworth Westgate and Joan Westgate, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and titled 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 Three Thousand and 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 2d of the second part

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 its successors 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 surplus, 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Ellsworth Westgate (SEAL)
Ellsworth Westgate (SEAL)
Joan Westgate (SEAL)
Joan Westgate (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 29 day of November A. D. 1965before me, the undersigned a Notary Publicin and for said County and State, came Ellsworth Westgate andJoan Westgate, his 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, 1966Donald O. Matt

Notary Public