

MORTGAGE Book 142 3859

(Mo. 32A)

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**This Indenture, Made this**

10th

day of

January

A. D. 1966

between

Clyde Bell and Marjorie Bell, 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 Twelve Thousand Five Hundred and no/100 - \$ - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. VS sold and by these presents do grant, bargain, sell and Mortgage to the said part - Y 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:

The West half of the Southwest Quarter of  
Section One (1), Township Fifteen (15),  
Range Twenty (20), 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 Except a first mortgage with the Baldwin State Bank recorded 9/22/64 on book 138 on page 509 with a remaining balance of \$5,530.00 and the parties of the second part agree to assume and pay.

This grant is intended as a mortgage to secure the payment of Twelve Thousand Five Hundred and no/100 Dollars, according to the terms of CRG certain note this day executed and delivered by the said, Clyde Bell and Marjorie Bell, husband and wife to the said part Y 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 Y of the second part its executor, 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 ha. VS hereunto set their hands and seal 3 the day and year first above written.

Signed, Sealed and delivered in presence of

Clyde Bell

(SEAL)

Clyde Bell

(SEAL)

Marjorie Bell

(SEAL)

Marjorie Bell

(SEAL)

STATE OF KANSAS,

Douglas

County

seal

BE IT REMEMBERED, That on this 10th day of January A. D. 1966

before me,

the undersigned

a Notary Public

in and for said County and State, came, Clyde Bell and Marjorie Bell,

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

3/8/

1966

Donald O. Nutt

Notary Public

