

Reg. No. 471
Fee Paid \$22.00

MORTGAGE

(No. 52A)

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1961

BOOK 141

THIS INDENTURE

Made this 1st day of July

A. D. 1965, between Fred B. Plank and Mary E. Plank, his 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 parties of the first part, in consideration of the sum of Eighty Eight 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 Y of the second part its successors, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The West 10 feet of Lot 116 and all of lot 118 on
Dearborn Street, in Baldwin City, in Douglas County, Kansas.

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

And the said Fred B. Plank and Mary E. Plank, his wife

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 Eighty Eight Hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Fred B. Plank and Mary E. Plank, his 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 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 overplus, 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 les of the first part has hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Fred B. Plank (SEAL)
Fred B. Plank (SEAL)
Mary E. Plank (SEAL)
Mary E. Plank (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 1st day of July A. D. 1965
before me, the undersigned a Notary Public
in and for said County and State, came Fred B. Plank and Mary E. Plank,
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, 1966

Donald O. Nutt

Notary Public

Recorded July 21, 1965 at 3:41 P.M.

Janice Beers Register of Deeds