S. J. S. J. P. 1. 18 in in 2 BOOK 146 8543 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Layday of May A. D. 19.67 _____ Max D. Kepple and Theda . Kepple, husband and wife of Baldwin City , in the County of Douglas and State of Kansas of the first part, and Baldwin State Bank of the second part. Witnesseth, That the said part 125 of the first part, in consideration of the sum of Forty Nine Hundred Ninety and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha YE sold and by these presents do grant, bargain, sell and Mortgage to the said part T of the second part. its successors have and assigns forever, and State of Beginning at the Southwest corner of the Northeast Quarter, thence East 107.75 rods; thence North 48 rods; thence West 107.75 rods; thence South 48 rods to the place of beginning, containing 32 1/3 acres; also, the Northeast Quarter of the Southwest Quarter, containing 40 acres, all teing in Section 20, township 14, Range 20, in Deuglas County, Kansas. with all the appurtenances, and all the estate, title and interest of the said part 128 ... of the first part therein. And the said Max D, Depple and Theda C. Kepple, husband and wife the lawful owner of the premises above granted, and seized of a good and indef easible estate of inheritance therein, free and clear of all incumbrances This grant is intended as a mortgage to secure the payment of Forty Nine Hundred Ninety and no/100 Dollars, according to the terms of _____ One___ certain _____ note ____ this day executed and delivered by the said Max D. Depple and Theda C. Kepple, husband and wife to the said part y of the second part and this conveyance³ 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 ors and assigns, at any time thereafter, to sell the premises hereby granted, or agy part thereof, in the manner pre-scribed 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 ics. of the first part have hereunto set their. hand S and seal S the day and year first above written. Mar D. Lepple Max D. Kepple * Sheda C. Kepple Theda C. Kepple Signed, Sealed and delivered in presence of (SEAL) (SEAL) (SEAL) STATE OF KANSAS, (SEAL) 881 Douglas BE IT REMEMBERED, That on this _____ 8th ____ day of _____ May ____ A. D. 19.67 0.40 before me, the undersigned Notary Public in and for said County and State, came Max D. Kepple and OTANY Theda C. Depple, 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. March 8, '1970 Donald 0. Nuty m' anning