9504 BOOK 147 Ma. #24) The Outlook Printers, Publisher of Legal Blanks, Law This Indenture, Made this 28th day of A. D. 1967, between Paul L. Cummings and Shirley A. Cummings day of June Husband and wife of Baldwin City , in the County of Douglas and State of Kansas .of the second part. Witnesseth. That the said part ies ... of the first part, in consideration of the sum of Six Thousand Two Hundred Fifty and 20/100-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 and sasigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: and State of All of lots Thirty-four (34), Thirty-six (36), Thirty-eight xiii) (38), Forty (40), Forty-two (42) and Forty-four (44) on Baker Street, and Lots Thirty-nine (39), Forty-one (41) and Forty-three (43) on Chapel Street, in Baldwin City, Kansas. 18 A with all the appurtenances, and all the estate, title and interest of the said part.ics.....of the first part therein. And the said Paul L. Cummings and Shirley A. Cummings do _____ hereby covenant and agree that at the delivery here of _____ they are _____ 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 whatsoever This grant is intended as a mortgage to secure the payment of Six Thousand TwoHundred Fifty and 20/100-said Paul L. Cummings and Shirley A. Cummings to the said part. y.....of the second part and this conveyance shall be void if such payments be as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the tax if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall be due and payable, and it shall be lawful for the said part Y of the second part T as BUCCGREATOR, admini ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner scribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and int together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part. naking such sale, on demand to said Paul L. Cummings and Shirley A. Cummings heirs and assigns In Witness Whereof, The said part ies of the first part ha Ve hereunto set their hand g and seal the day and year first above written. ummings (SEAL) Signed, Sealed and delivered in presence of Paul L. Cummings (SEAL) (SEAL) Shirley A. Cummings STATE OF KANSAS, -(SEAL) 98.X County BE IT REMEMBERED, That on this 28th day of June Franklin. A. D. 1967 before me, the undersigned Notary Public in and for said County and State, came. Paul L. Cummings and Shirley A. Cummings, husband and wife Janie Been Register of Deeds RELEASE I the undersigned, owner of the within mortgage, do hereby acknowl cured thereby, and authorize the Register of Deeds to enter the d ecord. Dated this 7th. day of July 1970 The Wellsville Bank