

446

Reg. No. 2,549
Fee Paid \$30.00

MORTGAGE

11290

(No. 52A)
BOOK 148

The Outlock Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 16th day of November
A. D. 1967, between Billy G. Toler and Sara A. Toler, husband and 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
Twelve 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 1st of the second part its successorsall that tract or parcel of land situated in the County of Douglas and State of
Kansas, described as follows, to-wit: Beginning at the Northwest corner of the Northeast Quarter of
Section Nine (9), Township Fifteen (15), Range Twenty (20), Douglas County, Kansas; thence
South 100 rods; thence East 80 rods; thence North 20 rods; thence East 17 rods; thence
North 30 rods; thence West 20 rods; thence North 50 rods; thence West 77 rods to the place
of beginning, containing 52.25 acres, more or less, less the following described tract:
Beginning at a point 83 rods West of the Northeast corner of the Northeast Quarter of
Section Nine (9), Township Fifteen (15), Range Twenty (20), thence South 86 rods, thence
East 3 rods, thence South 20 rods, thence West 15 rods, thence North 2 rods, thence East
10 rods, thence North 98 rods, thence East to point of beginning, containing 1.75 acres,
more or less, said last described tract being deeded to the City of Baldwin City, Kansas
and said first described tract being subject to two right-of-way easements to the City of
Baldwin City, Kansaswith all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Billy G. Toler and Sara A. Toler, husband and wife
do hereby covenant and agree that at the delivery hereof they are the lawful owner of
the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all
incumbrancesThis grant is intended as a mortgage to secure the payment of Twelve Thousand and No/100 -----
Dollars, according to the terms of one certain note this day executed and delivered by the
said Billy G. Toler and Sara A. Toler, husband and wife to the
said part 1st of the second part, The Baldwin State Bank, Baldwin City, Kansas.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 1st of the second part executors, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any 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 saidParty of the first part, in further consideration of the sum aforesaid, hereby waives the
eighteen month redemption period provided by statute in case of foreclosure; and in lieu
thereof, agrees to a ninety day redemption period.In Witness Whereof, The said part 1st of the first part has hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Billy G. Toler (SEAL)Billy G. Toler (SEAL)Sara A. Toler (SEAL)Sara A. Toler (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 16 day of November A. D. 1967

before me, the undersigned a Notary Public

in and for said County and State, came Billy G. Toler andSara A. Toler, his wife husband and wifeto 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.3/8/ 19 70Donald O. Nutt Notary Public

My Comm. expires

Recorded November 17, 1967 at 4:28 P.M.

Janice Beem Register of Deeds