

123

Reg. No. 2,680
Fee Paid \$20.00

MORTGAGE

11916 BOOK 149-32A

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

This IndentureMade this 14 day of September
A. D. 19 67, between Bert R. Perry and Rachel M. Perry, his 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 Y of the first part, in consideration of the sum of
Eight Thousand and No/100 DOLLARS,to them duly paid, the receipt of which is hereby acknowledged, he we 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 North 20 acres of the East 115 acres of the Northwest Quarter of Section
Thirty-five (35), Township Fourteen (14), Range Twenty (20), less one acre described
in the deed recorded in Book 173, page 531; and also beginning at the Southeast corner
of the West Half of the Southwest Quarter of Section Twenty-six (26), Township Fourteen
(14), Range Twenty (20), thence West 40 rods, thence North 37 rods, thence east about
23 rods to the road, thence North along said road to a point 3 rods, 7 1/2 feet West of
the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section
26, thence East 3 rods, 7 1/2 feet, thence South 80 rods to the place of beginning; less those
portions thereof taken from said tracts by condemnation proceedings in the District Court
of Douglas Co., Ks. Numbered 21953, all containing 4.125 acres more or less.

Also, be ining at the Northwest corner of the Northwest Quarter of Section
Seven (7), Township Fifteen (15), Range Twenty-one (21), thence South 470 feet;
Thence West 470 feet, thence North 470 feet; thence East 470 feet to place of
beginning, containing five acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part Y 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 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 Eight Thousand and no/100
Dollars, according to the terms of one certain note this day executed and delivered by the
said Parties of the First part 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 mortgage is not kept up thereon, then this conveyance shall become absolute, and the whole and shall become
due and payable, and it shall be lawful for the said part Y of the second part its successors, administrators,
or 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 proceeds 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

In Witness Whereof, The said part Y of the first part have hereunto set their
hands and seal of the day and year first above written.

Signed, Sealed and delivered in presence of:

STATE OF KANSAS

Douglas

County

BE IT REMEMBERED, That on this 14 day of September A. D. 19 67
before me, Donald O. NuttIn And for said County and State, same Bert R. Perry and
Rachel M. Perry, 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.

March 8, 1970

Donald O. Nutt

Notary Public

Recorded January 25, 1968 at 11:51 A.M.

James Beam

Register of Deeds