

Reg. No. 2,798
Fee Paid \$25.00

MORTGAGE 12507 (No. 52A) BOOK 149 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 19 day of March A. D. 1968, between J. F. Johnson and Catherine D. Johnson, Husband and 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 Ten 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 parties of the second part its successor and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

All of Lot Seventy-eight (78) and the east half of Lot Eighty (80) on Elm Street, Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. F. Johnson and Catherine D. Johnson, Husband and 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. Except a First Mortgage with The Baldwin State Bank, dated 3/2/64, recorded 3/13/64 in Book 136, page 568 in Douglas County, Kansas, Register of Deeds. This grant is intended as a mortgage to secure the payment of Ten 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 parties 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 parties of the second part its successor 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 parties of the second part, on demand to said heirs and assigns.

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

Signed, Sealed and delivered in presence of

J. F. Johnson (SEAL)
J. F. Johnson (SEAL)
Catherine D. Johnson (SEAL)
Catherine D. Johnson (SEAL)

STATE OF KANSAS

Douglas

County

BE IT REMEMBERED, That on this 19 day of March A. D. 1968

before me, The Undersigned a Notary Public

in and for said County and State, came J. F. Johnson and

Catherine D. Johnson, 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.

My Commission expires 3/8/1970

Donald O. Nutt Notary Public



Recorded March 20, 1968 at 10:05 A.M.

Janet Beem Register of Deeds

For Release See Book 279 Page 356