

MORTGAGE

13157

(No. 32A)  
BOOK 150

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# This Indenture,

Made this 21 day of May A. D. 1968, between Lawrence H. Butell and Patricia A. Butell, his wife

of Baldwin City, in the County of Douglas and State of Kansas  
of the first part, and 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 Seventy Five Hundred 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 2nd of the second part its successors 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:

Beginning at the Northeast corner of the S<sub>1</sub> of NE<sub>1</sub> of Section 12, Township 15 South, Range 19 East of the 6th P.M., thence West on the North line of said South Half 437.0 feet; thence South parallel with the East line of said Northeast Quarter 868.0 feet; thence East parallel with the North line of said South Half 437.0 feet to the Section line; thence North on the Section line 868.0 feet to the point of beginning, containing 8.71 acres, more or less

with all the appurtenances, and all the estate, title and interest of the said parties 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 seized 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 Seventy Five Hundred 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 2nd of the second part

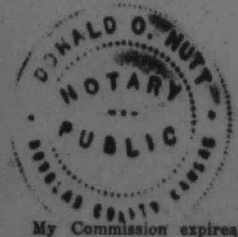
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part 2nd of the second part its successors, administrators 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 part making such sale, on demand to said heirs and assigns

In Witness Whereof, The said parties of the first part ha YE hereunto set their hand<sup>s</sup> and sea<sup>l</sup> the day and year first above written.

Signed, Sealed and delivered in presence of

*Lawrence H. Butell* (SEAL)  
Lawrence H. Butell (SEAL)  
*Patricia A. Butell* (SEAL)  
Patricia A. Butell (SEAL)

STATE OF KANSAS,  
Douglas County



BE IT REMEMBERED, That on this 21 day of May A. D. 1968

before me, the undersigned a Notary Public in and for said County and State, came Lawrence H. Butell and Patricia A. Butell, 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.

My Commission expires

March 8, 1970

*Donald O. Nutt*  
Donald O. Nutt Notary Public

Recorded May 22, 1968 at 2:57 P.M.

*Jannie Baern* Register of Deeds