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MORTGAGE BOOK 151

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(No. 32A)

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This Indenture, Made this 23 day of AugustA. D. 1968, between Alvin N. Schmidt and Moleta R. Schmidt, 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 parties 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, have sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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 a point Two (2) rods North of the center of the Northeast Quarter of Section 22, Twp. 14, Range 20, and 272 feet West thereof for a point of beginning; thence North 21 1/4 feet to a stone, thence North 42 degrees 5 minutes East 405-3/4 feet to a stone, thence due North to a point Forty (40) rods South of the North line of said Northeast Quarter Sec. 22, thence due West Two (2) rods, thence due North Forty (40) rods to the North line of said Northeast Quarter of Sec. 22, thence West Seventy-eight (78) rods to the Northwest corner of said Northeast Quarter of Section 22, thence South Seventy-eight (78) rods, thence East 1108 feet more or less to the point of beginning, containing 36.23 Acres more or less.

Also, the North One-half (N 1/2) of the Northeast One Quarter of the Northeast One Quarter of Section Twenty-two (22), Township Fourteen (14), Range Twenty (20), all in Douglas Co., Kansas

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 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 partand 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 Y 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 surplus, if any there be, shall be paid by the part Y making such sale, 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

Alvin N. Schmidt (SEAL)Alvin N. Schmidt (SEAL)Moleta R. Schmidt (SEAL)Moleta R. Schmidt (SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 23 day of August A. D. 19 68

before me, the undersigned a Notary Public

in and for said County and State, came Alvin N. Schmidt and Moleta R. Schmidt, 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 Notary Public

Recorded September 10, 1968 at 2:46 P.M.

James Beem Register of Deeds