

MORTGAGE 16068 (No. 52A) BOOK 152 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 28 day of January A. D. 1969, between Johnson Chevrolet, Inc.

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 party of the first part, in consideration of the sum of Thirteen Thousand and no/100 - - - - - DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do sell grant, bargain, sell and Mortgage to the said party of the second part its successors heirs 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:

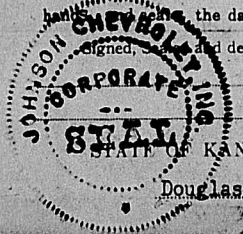
All of Lots Seventy-seven (77) and Seventy-eight (78) on High Street in Baldwin City, Kansas.
Also, the North One-half of Lots Seventy-four (74) and Seventy-five (75) on High Street, in Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the First Part does hereby covenant and agree that at the delivery hereof it is 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 Thirteen Thousand and no/100 - - - - - Dollars, according to the terms of certain note this day executed and delivered by the said Party of the First Part to the said party 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 party 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 party making such sale, on demand to said heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set their hand and seal, the day and year first above written.



JOHNSON CHEVROLET, INC.
J. F. Johnson, President (SEAL)
John E. Johnson, Secretary-Treasurer (SEAL)