

36

MORTGAGE

16435

(No. 52A)

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

This Indenture,

BOOK 153

Made this 12 day of March

A. D. 1969 between Joe Ed Taul and Louise Taul, 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 Fifteen 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 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 Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirtieth-five (35), Township Fourteen (14), Range Eighteen (18), containing 80 acres more or less and in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 100 of the first part therein.

And the said Joe Ed Taul and Louise Taul, 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

This grant is intended as a mortgage to secure the payment of Fifteen Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Joe Ed Taul and Louise Taul, husband and wife to the said part Y 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 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 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 part 100 of the first part have hereunto set their

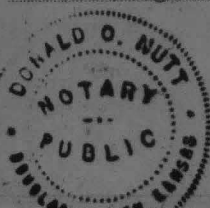
hands and seals the day and year first above written

Signed, Sealed and delivered in presence of

Joe Ed Taul (SEAL)
Louise Taul (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 12 day of March A. D. 1969

before me, The Undersigned a Notary Public

in and for said County and State, came Joe Ed Taul and Louise Taul,

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 March 8 1970

Donald O. Nutt Notary Public

Recorded March 14, 1969 at 2:36 P. M.

Garnett Beem Register of Deeds