

MORTGAGE

16437

(No. 52A)

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This Indenture, Made this 11th day of March

A. D. 1959, between Delbert W. Chanay and Alta L. Chanay, 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 Thirty 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 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:

1. The North 450 feet and the East 200 feet of the following described real estate: Beginning at the Northwest corner of the Northwest quarter of section 15, Township 14, Range 20 East of the 6th P.M., in Douglas County, Kansas, thence South 132 feet, thence West 1320 feet, thence in a Northwesterly direction by the North line of said quarter section, thence West to the point of beginning; less: Beginning at a point 450 feet South of the Northwest corner of the Northwest quarter of section 15, Township 14, Range 20, Douglas County, Kansas, thence East 206.75 feet, thence North 206.75 feet, thence West 206.75 feet, thence South 206.75 feet; also

2. That triangular tract of real estate continuing to the West boundary of the above described tract and lying West of Main Street, as shown in the plat of the Town of Vinland, Kansas, and filed for record in the records of the Register of Deeds of Douglas County, Kansas, on June 7, 1881; also

3. The last 150 feet of real estate described as: beginning at the Southwest corner of the Northwest quarter of section 15, Township 14, Range 20 East of the 6th P.M., in Douglas County, Kansas, thence North 1320 feet, thence East 1326.5 feet, thence in a southeasterly direction to a point on the South line of said quarter section 17 1/4 feet West of the Northwest corner of said quarter section, thence West to the point of beginning; also

4. Beginning at a point 69 feet West and 150 feet South of the Northeast corner of Lot Thirty-two (32) in the town of Vinland, thence East 69 feet, thence South 200 feet, thence Northwesterly 212 feet to the place of beginning; being in the South point of lot Thirty-two (32) in the Town of Vinland.

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 Thirty 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 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 heirs 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