

45

Reg. No. 3,720  
Fee Paid \$17.50

MORTGAGE 16438 (No. 52A) BOOK 153 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of March A. D. 1969, between Evan S. Bishop and Vernita J. Bishop, husband and wife

of 139 N. Molino St. Long Beach in the County of and State of California of the first part, and The Baldwin State Bank, Baldwin City, Kansas

of the second part.

Witnesseth, That the said part 123 of the first part, in consideration of the sum of Seven Thousand Fifteen and 36/100 (\$7015.36) 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 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:

The East 36 feet of lot 51 and the West 12 feet of Lot 49 on High Street, Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 123 of the first part therein. And the said Evan S. Bishop and Vernita J. Bishop, 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 Seven Thousand Fifteen and 36/100 Dollars, according to the terms of one certain Note, this day executed and delivered by the said Evan S. Bishop and Vernita J. Bishop, 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 executors, 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 123 of the first part has hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of  
HENRY A. MERMEL  
California  
STATE OF KANSAS  
Los Angeles County  
BE IT REMEMBERED, That on this 8 day of March A. D. 1969 before me, Henry A. Mermel, a Notary Public in and for said County and State, came Evan S. Bishop and Vernita J. Bishop, 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.

My Commission Expires September 21, 1969  
My Commission expires SEP 21 1969  
HENRY A. MERMEL  
NOTARY PUBLIC  
KANSAS  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.  
Henry A. Mermel Notary Public