

143

113

Reg. No. 3,769  
Fee Paid \$17.50

MORTGAGE BOOK 153 16648

(No. 52A)

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

**This Indenture,**

Made this 31st day of March

A. D. 1969, between Charles R. Holton and Lenora V. Holton, husband &amp; wife

of Baldwin City, Douglas, in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand &amp; 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 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 West One Half (W $\frac{1}{2}$ ) of the following: Commence at the Southeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 33, Township 14 South, Range 20 East of the Sixth Principal Meridian; thence running West 20 rods; thence North 40 rods; thence East 20 rods; thence South 40 rods to the place of beginning, containing 5 acres, more or less, in Douglas County, Kansas.

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

And the said Charles R. Holton and Lenora V. Holton

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 & 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 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 parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles R. Holton (SEAL)

Charles R. Holton (SEAL)

Lenora V. Holton (SEAL)

Lenora V. Holton (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 31st day of March A. D. 1969

before me, Hale Steele a Notary Public

in and for said County and State, came Charles R. Holton and Lenora V. Holton

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 December 12 1971

Hale Steele Notary Public

Recorded April 1, 1969 at 2:38 P.M.

Janice Beem Register of Deeds