

MORTGAGE BOOK 153 16924 (No. 82A)

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This Indenture, Made this 14th day of April

A. D. 1969, Between Roy Hoskinson and Esther M. Hoskinson, his wife

of Baldwin City, 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 part 1st of the first part, in consideration of the sum of Fifteen Thousand & 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 2nd 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:

The South 95 acres of the Southwest Quarter of Section Fifteen (15), in Township Fourteen (14), Range Twenty (20).

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

And the said Roy Hoskinson and Esther M. Hoskinson

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 & 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 2nd of the second part

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 of the second part 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 1st 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

STATE OF KANSAS

Douglas County



My Commission expires December 12, 1971

BE IT REMEMBERED, That on this 14th day of April A. D. 1969

before me, Hale Steele a Notary Public

in and for said County and State, came Roy Hoskinson and Esther M. Hoskinson

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.

Hale Steele Notary Public