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Reg. No. 4,079
Fee Paid \$7.50

MORTGAGE

18110 BOOK 154

This Indenture, Made this 31st day of July

A. D. 1969, between James E. Dyer and Juanita M. Dyer, husband and wife

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

party

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 party of the second part their successors assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at the N.E. corner of the N.1/2 of the S.E.1/4 of Sec.13, Twp.15, Rng. 18, Douglas County, Kansas, thence South 800 feet, thence West to the East line of the Marion Twp. road, thence North along said township road to the North line of the N.1/2 of the S.E.1/4 of Sec.13, Twp.15, Rng.18, Douglas County, Kansas, thence East 126 feet to the point of beginning, containing 2 1/2 acres more or less, subject to any easements of record.

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 no exceptions

This grant is intended as a mortgage to secure the payment of Three thousand and No/100 (\$3,000.00) 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 - this note and mortgage shall become due and payable should property be sold.

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 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 party making such sale, on demand to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

James E. Dyer (SEAL)
Juanita M. Dyer (SEAL)
Juanita M. Dyer (SEAL)

STATE OF KANSAS,

Franklin

County

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

before me, R. S. Hill

a Notary Public

in and for said County and State, came Robert L. Dyer and Juanita M. Dyer

See notary on reverse side

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 10th 1972

Notary Public