

357

MORTGAGE BOOK 154 18301 (No. 52A)

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This Indenture, Made this 19th day of August

A. D. 1969, between Lloyd E. Johnson and Pearl A. Johnson, husband and 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 hundred Fifty and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha. Va. sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd 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:

All of Lots One Hundred Ninety One (191), One Hundred Ninety Three (193) and the East one Half (E $\frac{1}{2}$) of Lot One Hundred Ninety Five (195) on High Street in Hogans Addition to the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Lloyd E. Johnson and Pearl A. Johnson 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 except a first Mortgage in favor of The Baldwin State Bank, Baldwin City, Kansas, dated September 24, 1963, recorded 9/30/63 in book 135 page 402 at the Register of Deeds office, Douglas County, Ks. This grant is intended as a mortgage to secure the payment of Fifteen Hundred Fifty 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 part 2nd 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 2nd of the second part its executor, 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 ha. Va. hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Lloyd E. Johnson (SEAL)
Lloyd E. Johnson (SEAL)
Pearl A. Johnson (SEAL)
Pearl A. Johnson (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 19th day of August A. D. 1969

before me, The undersigned a Notary Public in and for said County and State, came Lloyd E. Johnson and Pearl A. Johnson, 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.

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 3/8/ 1970

Donald O. Nutt Notary Public

Recorded August 21, 1969 at 9:31 A.M.

James Beem Register of Deeds