

MORTGAGE

20753 BOOK 156 (No. 82A)

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## This Indenture,

Made this 1st day of April

A. D. 1970, between Harry A. North and Betty Ann North,  
husband and wifeof Baldwin City, in the County of Douglas and State of Kansas  
of the first part, and Baldwin State Bank, Baldwin City, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Five Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has 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:

The West Thirty-five Feet (35') of Lot One Hundred Thirty-three (133) and all of Lot One Hundred Thirty-five (135), all on Linggall Street, City of Baldwin City, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Parties of the First Part

do hereby covenant and agree that at the delivery hereof they 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 mortgage of record with the Franklin Savings & Loan Ass'n. Ottawa, Kansas

This grant is intended as a mortgage to secure the payment of Five Thousand 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 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 1st day of April A. D. 1970

before me, the undersigned a Notary Public

in and for said County and State, came Harry A. North and

Betty Ann North, 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.



Donald O. Nutt

Notary Public

Recorded April 20, 1970 at 9:31 A.M.

Janie Beem

Register of Deeds