

MORTGAGE

21427

BOOK 157

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## This Indenture, Made this

9th day of June

A. D. 1970, between Lionel Edmunds and Rosemary Edmunds, husband and wife

Baldwin City, Kansas

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

of the second part.

Witnesseth, That the said part of the first part, in consideration of the sum of Twenty Five Hundred 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 part 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:

Beginning 109 rods East and 20 rods South of the Northwest corner of the Northeast quarter of Section 9, Township 15, Range 20; thence running East 4 rods; thence South 60 rods; thence West 16 rods; thence north 60 rods; thence East 12 rods to the place of beginning; containing 6 acres more or less.

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

This grant is intended as a mortgage to secure the payment of Twenty Five Hundred 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 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 of the second part, its heirs, administrators, executors 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

hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

*Lionel Edmunds* (SEAL)  
Lionel Edmunds (SEAL)

*Rosemary Edmunds* (SEAL)  
Rosemary Edmunds (SEAL)

*Rosemary Edmunds* (SEAL)  
Rosemary Edmunds (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 9 day of June A. D. 1970

before me, the undersigned a Notary Public

in and for said County and State, came Lionel Edmunds and

Rosemary Edmunds, husband and wife

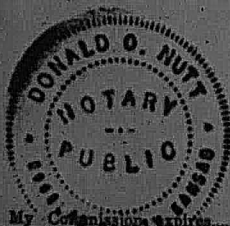
to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

3/8/1974

*Donald O. Nutt* Notary Public  
Donald O. Nutt



Recorded June 19, 1970 at 11:15 A.M.

*Janice Beem* Register of Deeds