

MORTGAGE

21433

BOOK 157 (No. 52A)

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This Indenture, Made this nineteenth day of JuneA. D. 19 70, between Harold C. Seele and Doris F. Seele, Husband and wifeof 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 ies of the first part, in consideration of the sum of Two Thousand Five Hundred & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its ~~name~~ successors 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 Half of the Northwest Quarter of Section Twenty-Nine (29),
Township Fourteen (14), Range Nineteen (19).

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Harold C. Seele and Doris F. Seele, Husband and wife 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 mortgage in favor of the Baldwin State Bank in the amount of \$10,000.00.

This grant is intended as a mortgage to secure the payment of Two Thousand Five Hundred & no/100 Dollars, according to the terms of 1 certain note this day executed and delivered by the said Harold C. Seele and Doris F. Seele to the said parties of the second part

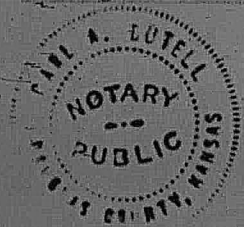
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part of the second part 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 ies 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

Harold C. Seele (SEAL)
Harold C. Seele (SEAL)
Doris F. Seele (SEAL)
Doris F. Seele (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 19th day of June A. D. 19 70before me, Carl A. Butell a Notary Publicin and for said County and State, came Harold C. Seele andDoris F. Seele

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 14 19 74

Carl A. Butell Notary Public
Carl A. Butell