

MORTGAGE

21652

(No. 82A)

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This Indenture,

BOOK 157

Made this 26th day of June

A. D. 1970, between Merlin G. Ford and Violet I. Ford, husband and wife

of Baldwin City, in the County of Douglas and State of Kansas

of the first part, and The Baldwin State Bank, Baldwin City, Kansas and
The First National Bank of Topeka, Topeka, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eighty 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 part 1st of the second part their Successors 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 40, 41, 42, 43 and 44 on Sixth Street
in the City of Baldwin City, 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 Merlin G. Ford and Violet I. Ford, 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

This grant is intended as a mortgage to secure the payment of Eighty Three Thousand and no/100 - - - Dollars, according to the terms of two certain notes for \$41,500.00 each this day executed and delivered by the said Merlin G. Ford and Violet I. Ford, husband and wife to the said part 1st of the second part whereon,

accrued interest and principal shall be due and payable in equal monthly payments of \$408.00 to the Baldwin State Bank and \$421.00 to the First National Bank of Topeka, on the 2nd day of each month beginning January 2, 1971, through Jan. 2, 1981, with the balance of principal and interest due and payable to the First National Bank of Topeka January 2, 1981. 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 1st of the second part their heirs, 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 hands and seal on the day and year first above written.

Signed, Sealed and delivered in presence of

Merlin G. Ford (SEAL)
Violet I. Ford (SEAL)
Violet I. Ford (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 26th day of June A. D. 1970

before me, the undersigned a Notary Public

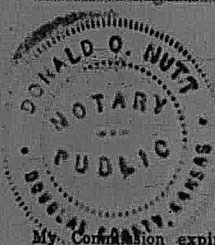
in and for said County and State, came Merlin G. Ford and Violet I. Ford, husband and wife

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 March 8, 1971

Donald O. Nutt
Notary Public



Recorded July 8, 1970 at 9:49 A.M.

Jessie Beem Register of Deeds