

MORTGAGE 21864 BOOK 157 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 5th day of June

A. D. 1970, between Duane J. Lyon and Sharon Sue Lyon, 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

of the second part.

Witnesseth, That the said part of the first part, in consideration of the sum of Eight 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 of the second part its 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:

Lots One Hundred Twenty-six (126), One Hundred twenty-eight (128), One Hundred Thirty (130), One Hundred Thirty-two (132), One Hundred Thirty-four (134) and One Hundred Thirty-six (136) on Lincoln Street, and Lots One Hundred Twenty-five (125), One Hundred Twenty-seven (127), One Hundred Twenty-nine (129), One Hundred Thirty-one (131), and One Hundred Thirty-three (133) and One Hundred Thirty-five (135) on Monroe Street, in Baldwin City, Kansas

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 Eight 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 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 executors, administrators, heirs 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 surplus, if any there be, shall be paid by the part making such sale, on demand to said heirs and assigns

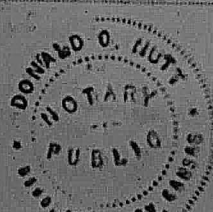
In Witness Whereof, The said part of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas

County



My Commission expires March 8, 1974

BE IT REMEMBERED, That on this 5th day of June A. D. 1970

before me, the undersigned a Notary Public

in and for said County and State, came Duane J. Lyon and Sharon Sue Lyon, 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