MORTGAGE_REAL ESTATE BOOK 158 P-15-2TW 22764 Hall Litho. Co., Inc., Topeka 22764 THIS INDENTURE, Made this day of October 19 70 , between Floyd M. Sawyer and Zula L. Sawyer, husband and wife 5092 5.00 2,000.00 9th October 70 of Baldwin City, Douglasunty, in the State of Kansas The Baldwin State Bank Baldwin City, ^Aansas as mortgagor, and Re STATE OF KANSAS, Daugles County, }ss. This instrument was filed for rec 9th day of October. of - Douglas County, in the State of 古 Kansas as mortgagee is as follows. Belin 19 70 , at 9:32 o'clock A. M., and rded in Book In consideration of the sum of at page Two Thousand and no/100 - - - - - - - - - - and - DOLLARS, the receipt of which is hereby acknowledged, mortgagor hereby mortgages and Register of Deeds. warrants unto mortgagee, his/its heirs and assigns, all the following-described real estate situated in Douglas County, Kansas, Deputy. to-wit. The North half of Lots 107, 109 and 111 on King Street, Baldwin City, Kansas FEES. \$ 5,00 47 Registration fee. Register of Deeds, for recording \$ 3.00 TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. Mortgagor hereby covenants and agrees that at the delivery of this instrument mortgagor is the lawful owner of said property, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except and that mortgagor will warrant and defend the same against all claims whatsoever. Mortgagor agrees to pay all taxes assessed on said premises before any penalties or costs accrue thereon, and to keep said premises in good condition and repair and insured in favor of mortgagee in the sum of Eight Thousand and no/100 - - -- - - - - -- - - - - DOLLARS in an insurance company satisfactory to mortgagee. This mortgage is given to secure the payment of a note in the sum of \$ 2,000.00 Note to be for one year with interest at $8\frac{1}{2}$ % per annum to mortgagee, with interest, which shall be paid as follows: NOW, if mortgagor shall pay or cause to be paid to mortgagee the above sum of money, together with the interest thereon, according to the terms and tenor of said note, then this mortgage shall be wholly discharged and void; and otherwise it shall remain in full force and effect. If said indebtedness, or any part thereof, or any interest thereon, is not paid when due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law due and payable, or if said insurance is not maintained by mortgagor, or if mortgagor does not maintain said property in good condition and repair, then the whole of said indebtedness, and interest thereon, shall become due and payable, at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises, and may foreclose this mortgage and pursue any other lawful action available to mortgagee. Executed by mortgagor on the day and year first above written. STATE OF KANSAS, Douglas COUNTY, 85. BE IT REMEMBERED, That on this 7th day of October , 1970 , before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Super and Zula L. Sawyer, husband and wife personally known to me to be the same person g who executed the above mortwho are gage, and duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the OTARY C 11 March 8, . 19 74 Nutt Notary Public. BANSICANS Rev. 3/68 Periorded Detabor 9, 1975 at 0:32 S.M. Janue BeamRegister of Deeds