

NO. 22792

MORTGAGE—REAL ESTATE

BOOK 158

P-15-STW

22792

Hall Litho. Co., Inc., Topeka

Reg. No. 5,097
Fee Paid \$23.75

REGISTRATION FEE

No. 5,097

Indebtedness \$9,500.00 Fee 23.75

Made this 13 day of October 1970

Register of Deeds, Douglas Co., Kansas

STATE OF KANSAS,

Douglas County, ss.

This instrument was filed for record on the
13 day of October
1970, at 2:41 o'clock P. M., and
recorded in Book
at page

Register of Deeds.

By Deputy.

FEES.

Registration fee, 23.75
Register of Deeds, for recording \$3.00

THIS INDENTURE, Made this 5 day of August

1970, between Robert C. Wilson and Margaret A.
Wilson, Husband and wife

of Douglas County, in the State of Kansas

as mortgagor, and The Baldwin State Bank, Baldwin City,
Kansas

of Douglas County, in the State of Kansas

as mortgagee is as follows:

In consideration of the sum of
Ninety Five Hundred and no/100 - - - and 00 DOLLARS,
100the receipt of which is hereby acknowledged, mortgagor hereby mortgages and
warrants unto mortgagee, his/its heirs and assigns, all the following-described
real estate situated in Douglas County, Kansas,
to-wit,All of Lots One Hundred Thirty-five (135) and
One Hundred Thirty Seven (137) on High Street,
Baldwin City, Kansas

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 at Least
Ten 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 \$ 9,500.00 to mortgagee, with interest, which shall be paid as follows:

In regular monthly installments of \$93.50 each, the first installment to become due and payable September 5, 1970 and a like amount shall be due and payable on the same day of each and every month thereafter until all amounts to be paid hereunder are paid in full. Accrued interest shall first be deducted from each monthly payment, and the balance shall be applied on the principal. Second party may pay any additional amount on the principal at the time of any monthly payment, and the interest shall cease on the additional principal so paid.

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, ss.

BE IT REMEMBERED, That on this 5th

day of

August

, 1970, before me, the

undersigned, a Notary Public

in and for the County and State aforesaid, came

Robert C. Wilson and Margaret A. Wilson, husband and wife

who are personally known to me to be the same persons who executed the above mortgage, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(Seal) My commission expires

March 8, 1974

Donald O. Nutt Notary Public.

60034 3M 3 69 Rev. 3/69

Recorded October 13, 1970 at 2:41 P. M.

Janice Beem

Register of Deeds