

20826  
MORTGAGE-REAL ESTATE  
BOOK 159  
P-15-2TW  
20826  
Hall Litho. Co., Inc., Topeka

NO. INDEXED  
NUMERICAL INDEX

REGISTRATION FEE

No. 5923  
Indebtedness \$ 23,500.00  
Made this 25th day of January 1971

STATE OF KANSAS, Douglas County, ss.

This instrument was filed for record on the 25th day of January 1971, at 3:31 o'clock P.M., and recorded in Book at page

Register of Deeds.

By Deputy.

FEEES.

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

Twenty-One (21) on Chapel Street, and also all that portion of Lots Twenty (20) and Twenty-Two (22) on Baker Street, Lying South and West of Highway No. 56, formerly Known as Highway No. 50, all in Baldwin City

THIS INDENTURE, Made this 21 day of January

1971, between Billy J. Akeman, a single person

Baldwin City  
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  
Twenty Three Thousand Five Hundred and 00 DOLLARS, 100

the 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 that portion of Lots Fourteen (14), Sixteen (16) and Eighteen (18) on Baker Street and of Lots Three (3), Five (5), Seven (7), Nine (9) and Eleven (11) on Chapel Street, lying South and West of Right of Way of the State Highway, and also all of Lots Thirteen (13), Fifteen (15), Seventeen (17), Nineteen (19) and

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

Twenty Five 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 \$ 23,500.00 to mortgagee, with interest, which shall be paid as follows: payments over seven years, interested to first be deducted on the unpaid balance and the remainder of the payment to be deducted of the principal payments for the months of December, January, February and March of each year to be \$250.00 and the remaining Eight months to be \$410.00

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.

*Billy J. Akeman*  
Billy J. Akeman

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 21 day of January, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

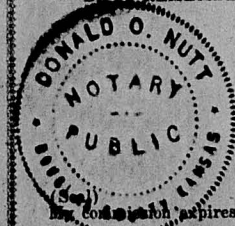
Billy J. Akeman, a single man

who is personally known to me to be the same person 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.

March 8, 1971

*Donald O. Nutt*  
Donald O. Nutt Notary Public.



Recorded January 25, 1971 at 3:31 P.M.

*James Beem* Register of Deeds