

444

Reg. No. 5758
Fee Paid \$1.75

32912 BOOK 92

MORTGAGE - Standard Form

(No. 52B)

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 23 day of July

A. D., 1947, between Milo Embrey and Velma Embrey, his wife

of Baldwin 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 parties of the first part, in consideration of the sum of Seven hundred 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 Y of the second part its 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:

The South Thirty acres (30) of the east half of the South east Quarter of Section Eleven (11), Township Fifteen (15), Range Nineteen (19), Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Milo Embrey and Velma Embrey, his 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 Seven hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Milo Embrey and Velma Embrey, his wife to the said part Y 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 Y of the second part its executors, 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 Y making such sale, on demand, to said heirs and assigns

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

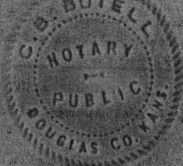
Signed, Sealed and delivered in presence of

Milo H. Embrey (SEAL)
Velma J. Embrey (SEAL)

STATE OF KANSAS,

Douglas

County,



Be It Remembered, That on this 23rd day of July A. D. 1947

before me C. B. Butell, a Notary Public

in and for said County and State, came Milo Embrey and Velma Embrey, his wife

to me personally known to be the same persons who executed the within 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 September 4 1948

C. B. Butell
Notary Public

Recorded July 25, 1947 at 11:25 A.M.

Harold A. Beck Register of Deeds.

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A. D., 1947, between Milo Embrey and Velma Embrey, his wife
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of the first part, and The Baldwin State Bank, Baldwin City, Kansas
of the second part.
Witnesseth, That the said parties of the first part, in consideration of the sum of Seven hundred 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 Y of the second part its 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:
The South Thirty acres (30) of the east half of the South east Quarter of Section Eleven (11), Township Fifteen (15), Range Nineteen (19), Baldwin City, Kansas
with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Milo Embrey and Velma Embrey, his 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 Seven hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Milo Embrey and Velma Embrey, his wife to the said part Y 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 Y of the second part its executors, 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 Y making such sale, on demand, to said heirs and assigns
In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of
Milo H. Embrey (SEAL)
Velma J. Embrey (SEAL)
STATE OF KANSAS,
Douglas County,
C. B. BUTELL
NOTARY PUBLIC
DOUGLAS COUNTY, KANSAS
Be It Remembered, That on this 23rd day of July A. D. 1947
before me C. B. Butell, a Notary Public
in and for said County and State, came Milo Embrey and Velma Embrey, his wife
to me personally known to be the same persons who executed the within 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.
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