

32927 BOOK 92

MORTGAGE-Standard Form

(No. 52B)

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**This Indenture,**Made this 25th day of July  
A. D., 1947, between John G. Tilghman and Altha Ruth Tilghman, his wifeof Baldwin in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank, Baldwin, Kansas

of the second part.

**Witnesseth.** That the said parties of the first part, in consideration of the sum of One thousand five 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 party of the second part its ~~note~~ 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 North 37.5 feet of the South 82 feet of Lots 83, 85, and 87-  
on Jersey Street, 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 John G. Tilghman and Altha Ruth Tilghman 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 One thousand five hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said John G. Tilghman and Altha Ruth Tilghman to the said party 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 party 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 party 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

John G. Tilghman (SEAL)  
Altha Ruth Tilghman (SEAL)  
(SEAL)  
(SEAL)