

30756

BOOK 89

MORTGAGE—Standard Form

(No. 52B)

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

This Indenture, Made this 4th day of DecemberA. D., 1946, between Homer M. Disque and Gladys I. Disque, husband and wife
AND C. A. Puckett and Nattie M. Puckett, husband and 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 Three thousand 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 Successors 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:

Beginning at the Southwest corner of section thirty-two (32) in Township fourteen (14), Range Nineteen (19), thence east One Hundred Sixty-eight feet (168); thence North Three Hundred Forty-one feet (341); thence West One Hundred Sixty-eight feet (168); thence South three hundred forty-one feet (341) to place of beginning all in Section Thirty-two (32), Township Fourteen (14), Range Nineteen (19), in Douglas County, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 Three thousand and no/100 - - - Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part 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 Successors 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 of the second part, on demand, to said parties of the first part

heirs and assigns

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

Signed, Sealed and delivered in presence of

Homer M. Disque (SEAL)
Gladys I. Disque (SEAL)
C. A. Puckett (SEAL)
Nattie M. Puckett (SEAL)

This release was written on the original mortgage entered this day of December 1946

Reg. of Deeds

Rich. M. Puckett