

31014 BOOK 89

MORTGAGE Standard Form

(No. 52B)

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

# This Indenture,

Made this 2nd day of January A. D. 1947 between Clyde W. Robinson and Alice G. Robinson, husband and wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and Hale Steele and Cairlie W. Steele, husband and wife

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of THIRTY 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 parties of the second part their 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:

Lot number Ninety-two (92) and the East four (4) feet of  
Lot Ninety-three (93) on High Street in the city of Baldwin  
City, County and State aforesaid, to include an undivided  
One-half interest in the partition wall along the West side  
of said tract

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 Thirty Five Hundred 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 parties 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 parties of the second part their 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 parties of the first part making such sale, on demand, to said parties of the first part

their 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

Clyde W. Robinson (SEAL)  
Alice G. Robinson (SEAL)

STATE OF KANSAS.

DOUGLAS County,

Be It Remembered, That on this 2nd day of January A. D. 1947

before me, C. B. Butell, a Notary Public

in and for said County and State, came Clyde W. Robinson and Alice G. Robinson, husband and 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 9-4-48 19

Notary Public

Recorded January 6, 1947 at 11:35 A.M.

Register of Deeds.