

170 33B

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

MORTGAGE-Standard Form

Made this 10th day of October

This Indenture, Made this 19th day of October, A. D. 1947, between Gerald W. Puckett and Dorothy L. Puckett, husband and wife

of 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 Two thousand and no/100 - - - - - DOLLARS

to them duly paid, the receipt of which is hereby acknowledged; h¹/₂ sold and by these presents do grant, bargain, sell and Mortgage to the said part¹/₂ 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 West Twenty (30) feet of Lot One Hundred Twenty-Six (126) and the East Twenty (20) feet of Lot One Hundred Twenty-Eight (128) on High Street in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein,

And the said parties of the first part, they are the lawful owner of
do hereby covenant and agree that at the delivery hereof they are
the premises above granted, and seized of a good and infeasible estate of inheritance therein, free and clear of all
incumbrances

This grant is intended as a mortgage to secure the payment of Two thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Gerald M. Puckett and Dorothy L. Puckett, husband and wife to the said part V 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 of the purchase money shall become due and payable, and it shall be lawful for the executor, administrators and assigns, at any time thereafter to sell the premises of the second part, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount hereby granted, or any part thereof, in the manner prescribed by law; and the overplus, if any there be, shall be paid 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 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.

Gerald M. Pickett

Signed, Sealed and delivered in presence of

Gerald M. Puckett (SEAL)
Dorothy L. Puckett (SEAL)
(SEAL)
(SEAL)