

34703 Book 93

MORTGAGE - Standard Form

(No. 528)

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

**This Indenture,** Made this 1st day of March  
A. D., 19 48, between Charles S. Kolaeny and Florence L. Kolaeny, Husband  
and wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Fifteen 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 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:

Lots 23, 24, 25 and the North 16 feet of Lot 26 all on Sixth Street,  
Baldwin City, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said Charles S. Kolaeny and Florence L. Kolaeny, husband and 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 Fifteen hundred and no/100-----  
Dollars, according to the terms of a certain note this day executed and delivered by the  
said Charles S. Kolaeny and Florence L. Kolaeny, husband and wife of 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 surplus, if any there be, shall be paid  
by the party of the first part making such sale, 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of

Charles S. Kolaeny (SEAL)  
Florence L. Kolaeny (SEAL)  
(SEAL)  
(SEAL)