

34782 BOOK 94

MORTGAGE - Standard Form

(No. 52B)

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

This Indenture,Made this 11th day of March
A. D. 1948, between Roy Hoskinson and Esther M. Hoskinson, husband and wifeof Vinland in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin City, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Three thousand four 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 ~~XXXXXX~~ 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 Southwest Quarter of the Southeast Quarter of Section 9,
and the East 35 acres of the South 63 acres of the Southwest
Quarter of Section 9, all in Township 14, Range 20, and
containing in the aggregate 75 acres, more or less.

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 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 four hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Roy Hoskinson and Esther M. Hoskinson, husband and wife 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

Roy Hoskinson (SEAL)
Esther M. Hoskinson (SEAL)

STATE OF KANSAS.

Douglas County,Be It Remembered, That on this 11th day of March A. D. 1948before me, C. B. Butell, a Notary Publicin and for said County and State, came Roy Hoskinson and Esther M.Hoskinson, 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 Sept. 4th 1948

C. B. Butell
Notary Public

Recorded March 12, 1948 at 11:20 A.M.

Harold R. Beck
Recorder of Deeds

Recorder of Deeds