

MORTGAGE Standard Form

86340 BOOK 94

(No. 52B)

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

This Indenture,Made this 30th day of July
A. D. 19 48, between Edwin L. Early and Verna A. Early, husband and wifeof Baldwin 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 Two Thousand Six 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 part Y of the second part its ~~XXXXX~~ 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 South 70 feet of Lot No. 119, the South 70 feet of Lot No. 121 and the South 70 feet of Lot No. 123 on High Street, Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1es 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 Two Thousand Six Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Edwin L. Early and Verna A. Early, husband and wife to the said part Y 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 part Y 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 part Y making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part 1es 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

Edwin L. Early (SEAL)
Verna Early (SEAL)

STATE OF KANSAS,
Douglas County,

County,

Be It Remembered, That on this 30th day of July A. D. 19 48
before me C. B. Butell, a Notary Public
in and for said County and State, came Edwin L. Early and Verna A. Early, husband and wife

to me personally known to be the same person 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 September 4 19 48

Notary Public

Recorded September 11, 1948 at 11:20 A. M.

Harold A. Beach Register of Deeds.

This return
was written
on the 30th day
of July 1948
at Baldwin City,
Kansas.

Harold A. Beach
Register of Deeds

Harold A. Beach
Deputy

For the herein described, having been duly acknowledged, and the lien thereon created, discharged. As witness my hand, I have hereunto set my hand and seal this 11th day of September, A. D. 1948.

Harold A. Beach
Register of Deeds