

4094 BOOK 98

MORTGAGE-Standard Form

(No. 32 B)

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This Indenture,Made this 21st day of JuneA. D. 1950, between Charles H. Stayton, Jr. and Naomi R. Stayton, husband and wifeof 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 part 1st of the first part, in consideration of the sum ofSix Thousand and no/100 - - - - - DOLLARSto them duly paid, the receipt of which is hereby acknowledged, ha ve 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:West One-Half (W $\frac{1}{2}$) of Lot Eighty (80) and all of Lot Eighty Two (82), Elm Street, Baldwin, Kansaswith all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Charles H. Stayton, Jr. and Naomi R. Staytondo 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 Six Thousand and no/100-----Dollars, according to the terms of One certain note this day executed and delivered by the said Charles H. Stayton, Jr. and Naomi R. Stayton 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 1st of the first part ha ve hereunto set their hands, and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Charles H. Stayton, Jr. (SEAL)Naomi R. Stayton (SEAL)

(SEAL)

(SEAL)