

41064 BOOK 98

MORTGAGE-Standard Form

(No. 52 B)

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**This Indenture,** Made this 29th day of JuneA. D. 19 50, between Emory O. Hoerner and Ruth M. Hoerner, husband and wifeof 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 part ies of the first part, in consideration of the sum of Twenty-Five Hundred and no/100----- DOLLARS to 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 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 South Half of the Southwest Quarter (S $\frac{1}{2}$  SW $\frac{1}{4}$ ) of  
Section Thirty-Six (36) and the Northeast Quarter of  
the Southwest Quarter (NE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section Thirty-Six (36)  
all in Township Twelve (12) Range Seventeen (17) East, in  
Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said Emory O. Hoerner and Ruth M. Hoerner  
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 Twenty-Five Hundred -----  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said Emory O. Hoerner and Ruth M. Hoerner 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 ies making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their  
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Emory O. Hoerner (SEAL)Ruth M. Hoerner (SEAL)

(SEAL)

(SEAL)