

MORTGAGE - Standard Form

(No. 52 B)

4436 BOOK 101
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This Indenture,

Made this 17th day of October
A. D. 1951, between J. Ward Spielman, a single man

of 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 part Y of the first part, in consideration of the sum of
Eight Thousand and no/100 - - - - - DOLLARS
to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do as grant,
bargain, sell and Mortgage to the said part Y of the second part its ~~not~~ assign 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 22 feet of Lot 40 and the North 3 feet of Lot 41 on
Eighth Street, Baldwin City, Kansas.
Also theatre building and equipment.

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

And the said J. Ward Spielman

do as hereby covenant and agree that at the delivery hereof he is 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 Eight Thousand and no/100 - - - - -

Dollars, according to the terms of one certain note this day executed and delivered by the
said J. Ward Spielman.

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 Y of the first part has hereunto set his
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

J. Ward Spielman (SEAL)
(SEAL)
(SEAL)
(SEAL)