

50419 BOOK 105

MORTGAGE

(NO. 52B)

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this 24th day of SeptemberA. D. 1953, between Lester P. Brubaker and Teresa Brubaker,
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 ies of the first part, in consideration of the sum ofFive Thousand 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 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:

Beginning at the Northeast Corner of the West half (1/2) of the
Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section
Ten (10), Township Fifteen (15) South, Range Twenty (20) East,
in Douglas County, Kansas thence South 264 feet, thence East
330 feet, thence North 264 feet, thence West 330 feet to the
place of beginning. Contains 2 acres.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said parties of the first partdo 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 Five Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Lester P. Brubaker and Teresa Brubaker, husband and wife to the said part y of the second part its

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 party making such sale, on demand, to said party of the first part

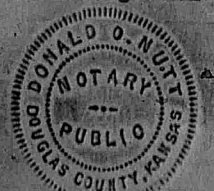
their heirs and assigns

In Witness Whereof, The said part ies 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

Lester P. Brubaker (SEAL)
Teresa Brubaker (SEAL)

STATE OF KANSAS

Douglas County, } ss.Be It Remembered, That on this 24th day of September A. D. 19 53before me, the undersigned, a Notary Publicin and for said County and State, came Lester P. Brubaker and
Teresa Brubaker, 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 March 8, 19 54

Donald O. Nutt Notary Public

Charles A. Beck Register of Deeds

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 10th day of February 1959.

Attest: Hale Steele Cashier
(Corp. Seal)

The Baldwin State Bank
C. B. Butell President