

51098 BOOK 105

MORTGAGE

(NO. 52B)

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

# This Indenture,

Made this Twenty First day of December  
A. D. 19 53, between William G. Deel and Betty Jean Deel, husband & wife

of 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  
Three thousand & No/100- DOLLARS,  
to hham 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:

Lot Numbered One Hundred Thirty Seven (137) less the East Ten (10) feet  
thereof and all of Lot Numbered One Hundred Thirty Nine (139) on  
Indiana Street, in the City of Baldwin City, 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 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 three thousand & No/100- Dollars, according to the terms of one certain Note this day executed and delivered by the  
said parties of the first part 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 party of the first part

heirs and assigns

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

Signed, Sealed and delivered in presence of

W. G. Deel  
Betty Jean Deel

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas

County.

Be It Remembered, That on this 21st day of December A. D. 19 53

before me, Hale Steele, a Notary Public

in and for said County and State, came William G. Deel and  
Betty Jean Deel

to me personally known to be the same persons 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.

Hale Steele Notary Public

My Commission expires

December 12 19 55

Recorded December 29, 1953 at 1:55 P. M.

Harold 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. Attest my hand this 7th day of May, 1954

Attest: Donald C. Pratt, Asst. Cashier

Baldwin State Bank

Hale Steele, Cashier

[Corp. Seal]

Harold A. Beck  
Reg. of Deeds  
Frances M. Moore  
Deputy