

MORTGAGE

(NO. 52B)

BOOK 106

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

This Indenture,

Made this 23rd day of March
A. D. 19 54, between Nelson P. Horn and Nell Horn, husband and wife

of 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 parties of the first part, in consideration of the sum of

Thirty Six Hundred ----- 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 party 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 West 57 feet of Lots 34, 35, and 36 and the
West 57 feet of the North Half of Lot 37, all
on Eighth Street, in the City of Baldwin City

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

And the said Nelson P. Horn and Nell Horn 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 Thirty Six Hundred ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Nelson P. Horn and Nell Horn to the said party 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 party 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 of the second part making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Nelson P. Horn (SEAL)
Mrs. Nell Horn (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 23 day of March A. D. 19 54

before me, G. B. Rutell a Notary Public

in and for said County and State, came Nelson P. Horn and
Nell Horn husband and wife

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.

My Commission expires Oct. 6th 19 56

G. B. Rutell Notary Public

Recorded April 21, 1954 at 10:25 A. M.

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 1st day of November 1955

Attest: Hale Steele, Cashier
(Corp. Seal)

Baldwin State Bank
C. B. Rutell, President

Register of Deeds

Paul H. Beck
Register of Deeds

Paul H. Beck
Register of Deeds