

Reg. No. 10,393  
Fee Paid \$6.25

MORTGAGE

(NO. 52B)

53059 BOSK 106

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

**This Indenture,**Made this 7th day of AugustA. D. 1954, between John B. Souders and Frances P. Souders,  
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 parties 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, 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 South East Quarter of the South West Quarter of  
Section Twenty Five (25) excepting 30 feet off the North  
side thereof, and the East Half of the North West Quarter  
of Section Thirty Six (36), excepting 20 feet off the South  
side thereof, all in Township Fourteen (14), Range Twenty (20),  
containing 120 acres, less said exceptions in Douglas Co., Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
And the said John B. Souders and Frances P. Souders, husband and wife  
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 and no/100 - -  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said John B. Souders and Frances P. Souders 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 making such sale, on demand, to said John B. Souders and Frances P.  
Souders, their 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

John B. Souders (SEAL)  
Frances P. Souders (SEAL)

STATE OF KANSAS

Douglas County, ) ss.**Be It Remembered,** That on this 7th day of August A. D. 1954before me, the undersigned, a Notary Publicin and for said County and State, came John B. Souders andFrances P. Souders, husband and wifeto 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

3/8/1958

Donald D. Nutt Notary Public  
Harold A. Beck Register of Deeds

Recorded August 11, 1954 at 9:45 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 16th day of July 1955  
Attest: Hale Steele Cashier  
Hale Steele (Corp. Seal)  
C. E. Butell President  
C. E. Butell