

53291 BOOK 107

MORTGAGE

(NO. 52B)

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

# This Indenture,

Made this 17th day of August  
A. D. 19 54, between Arnold Stoebener and Opal Stoebener, his 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

Nine 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 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:

The West Half of the Southwest Quarter of Section Six (6),  
Township Fifteen (15), South Range Nineteen (19).

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

And the said Arnold Stoebener and Opal Stoebener

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 Nine Hundred Dollars

Dollars, according to the terms of one certain note this day executed and delivered by the  
said Arnold Stoebener and Opal Stoebener 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 partys of the first part

heirs and assigns

**In Witness Whereof**, The said part ies 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

Arnold Stoebener (SEAL)  
Opal Stoebener (SEAL)

STATE OF KANSAS

Douglas County, } ss.

**Be It Remembered**, That on this 17th day of August A. D. 19 54  
before me, C. B. Butell, a Notary Public

in and for said County and State, came Arnold Stoebener and Opal  
Stoebener, 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 October 5th, 19 56

C. B. Butell Notary Public

Recorded September 4, 1954 at 9:05 A.M.

RELEASE.

Harold A. Beck Register of Deeds

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 27th day of June 1967.

ATTEST: Donald O. Nutt, President  
(Corp. Seal)

BALDWIN STATE BANK  
Hale Steele, Cashier