

5334 BOOK 107

MORTGAGE

(NO. 52B)

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

This Indenture,

Made this 7th day of September

A. D. 1954, between

Clifford H. Gaswint and Juanita I. Gaswint,

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 Sixteen 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:

All of lots 9, 10 and 11 on Ames Street and lots
17, 19 and 21 on Baker Street, Baldwin, Kansas with
54' x 30' building on the above lots.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Clifford H. Gaswint and Juanita I. Gaswint 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 Sixteen Hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Clifford H. Gaswint and Juanita I. Gaswint to the said party of the second part The Baldwin State Bank, Baldwin, Kansas

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 Clifford H. Gaswint and Juanita I. Gaswint heirs and assigns

In Witness Whereof, The said parties 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

Clifford H. Gaswint (SEAL)
Juanita I. Gaswint (SEAL)

STATE OF KANSAS
Douglas County,



Be It Remembered, That on this 7th day of September A.D. 1954 before me, the undersigned, a Notary Public in and for said County and State, came Clifford H. Gaswint and Juanita I. Gaswint, 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.

3/8 1958

Donald O. Nutt Notary Public

Recorded September 8, 1954 at 2:55 P.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 8 day of September 1959.

ATTEST: Donald O. Nutt, Ass't. Vice Pres.

The Baldwin State Bank
Hale Steele, Cashier (Corp. Seal)