

53352 BOOK 107

MORTGAGE.

(NO. 52B)

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

**This Indenture,**Made this 28th day of AugustA. D. 19 54, between E. Lee Newman and Dorothy E. Newman, husband and wifeof Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Baldwin State Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Forty Five Hundred & no/100- DOLLARS,  
to them 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:

Lots Twenty three (23), Twenty Four (24) and Twenty Five (25) all  
on Fifth Street, 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 partiesdo 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 Forty Five Hundred & no/100----  
Dollars, according to the terms of one certain Note this day executed and delivered by the  
said E. Lee Newman and Dorothy E. Newman 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

its

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

E. Lee Newman (SEAL)  
Dorothy E. Newman (SEAL)

STATE OF KANSAS

Douglas

County, } ss.

Be It Remembered, That on this 28th day of August A. D. 19 54before me, Hale Steele

a Notary Public

in and for said County and State, came E. Lee Newman andDorothy E. Newman, 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

December 12 19 55Hale Steele Notary Public

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

Release Wanda A. Beck Register of Deeds

The above mortgage was recorded in full, this mortgage is  
cancelled and the bank hereby waives the charge of the mortgage and  
the day of June 1955  
Donald E. Batt  
Assistant Cashier  
Baldwin State Bank  
Hale Steele Cashier

James M. [unclear]  
James M. [unclear]