

MORTGAGE

60260

(NO. 52B)

Boyle's Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

Book 113

This Indenture,

Made this 23 day of July

A. D. 1956, between Hazel Eberly, a widow

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 part 1st of the first part, in consideration of the sum of Four Thousand and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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:

Lot 117 on High Street in the City of
Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein.And the said Hazel Eberly

does hereby covenant and agree that at the delivery hereof she is 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 Four Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Hazel Eberly to the

said part Y 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 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

heirs and assigns

In Witness Whereof, The said part Y of the first part has Ys hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Hazel Eberly (SEAL)Hazel Eberly (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.



Be It Remembered, That on this 23 day of July A. D. 1956

before me, the undersigned, a Notary Publicin and for said County and State, came Hazel Eberly, a widow

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.

My Commission expires

3/8/ 1958

Donald O. Nutt Notary Public

Recorded July 26, 1956 at 11:10 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 March 1966.

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

Baldwin State Bank
Hale Steele, Cashier

Harold A. BuckFrances M. Buck

4 cl
March
1966

James Beem
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