

Made this 28th day of July

A. D. 19 56, between Harold O. Zook and Mary Ann Zook, husband and wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Will Hey, Lester Hey and Bill Hey, Jr., dba Hey Machinery  
Company of Baldwin, Kansas

of the second part.

Witnesseth, That the said part <sup>D</sup>100 of the first part, in consideration of the sum of

FOUR THOUSAND 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 part ies of the second part their 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 No. Fifty Six (56), less the South 60 feet thereof, Lot No. Fifty Seven (57), less the South 60 feet thereof and the East Half of Lot No. Fifty Eight (58), less the South 60 feet thereof, all on Ames Street, in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 108 of the first part therein.

And the said first parties

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 FOUR THOUSAND and No/100 - - - -  
Dollars, according to the terms of one certain promissory note this day executed and delivered by the  
said Harold O. Zook and Mary Ann Zook to the  
said part 1st of the second part

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 108 of the second part their 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 surplus, if any there be, shall be paid by the part 108 making such sale, on demand, to said Harold O. Zook and Mary Ann Zook their heirs and assigns.

their heirs and assigns

In Witness Whereof, The said part 108 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

Harold O. Zook (SEAL)  
Mary Ann Zook (SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 28th day of July A. D. 1956

before me, C. B. Willey, a Notary Public

in and for said County and State, came Harold O. Zook and Mary Ann Zook, husband and wife

to me personally known to be the same person<sup>B</sup> who executed the foregoing 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 Feb. 5, 1957

C. B. Willey Notary Public

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 25th day of June 1981.

Attest: Hale Steele, Cashier  
Baldwin State Bank