

58058 Book 111

MORTGAGE

(NO. 52B)

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

This Indenture, Made this 17th day of NovemberA. D. 1955, between A. E. Shere and Flora M. Shere, his wifeof 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 Two 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 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 Numbered Seventy-three (73) and
Seventy-four (74) on Dearborn Street
in the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. E. Shere and Flora M. Shere, his wife do hereby covenant and agree that at the delivery hereof they are the the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Two Thousand and no/100 Dollars, according to the terms of one certain note (this day executed and delivered) by the said A. E. Shere and Flora M. Shere, his wife 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 hereafter, 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 1st of the first part ha vs hereunto set their hand and seal of the day and year first above written.

Signed, Sealed and delivered in presence of

A. E. Shere

(SEAL)

A. E. Shere

(SEAL)

Flora M. Shere

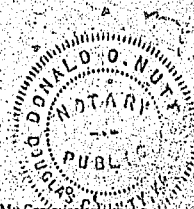
(SEAL)

Flora M. Shere

(SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 17th day of November A. D. 1955

before me, the undersigned a Notary Public in and for said County and State, came A. E. Shere and Flora M. Shere, his 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 first above written.

My Commission Expires 3/8/1958

Donald O. Nutt Notary Public
Donald O. Nutt

Recorded November 18, 1955 at 1:35 P.M.

Donald A. Beck Register of Deeds
Frances McQuay, Deputy

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 11th day of June, 1957.

Attest: Donald O. Nutt
Assistant Clerk

Baldwin State Bank
Hale Steele, Cashier

(Corp. Seal)

This document
was written
on the original
mortgage.

Witnessed
this 17th day
of June
1957

Harold A. Beck
Reg. of Deeds

By Thomas Wilson
Notary