

MORTGAGE

59317
Book 112

(NO. 52B)

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

This Indenture,

Made this 9th day of April

A. D. 1956, between Ennis O'Brien and Ola O'Brien, his 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

One 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:

Lot No. Thirty Five (35) on Orange Street and Lot No. Seventy (70) on Newton Street, the the City of Baldwin.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ennis O'Brien and Ola O'Brien, his wife 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 One Thousand and no/100 - - - - - Dollars, according to the terms of ONE certain Note this day executed and delivered by the said Ennis O'Brien and Ola O'Brien 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 1st of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Ennis O'Brien (SEAL)
Ennis O'Brien (SEAL)
Ola O'Brien (SEAL)
Ola O'Brien (SEAL)

STATE OF KANSAS

Douglas County.

Be It Remembered, That on this 9th day of April A. D. 1956

before me, The undersigned a Notary Public

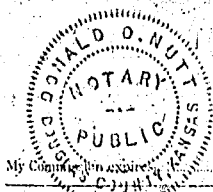
In and for said County and State, came Ennis O'Brien and Ola O'Brien, his wife

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 last above written.

3/8/ 58

Donald O. Nutt Notary Public
Donald O. Nutt



Recorded April 18, 1956 at 2:30 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 11th day of August 1956

Donald O. Nutt
[Corp. Seal] Asst. Cashier

The Baldwin State Bank, Baldwin, Kansas
H. H. Steele, Cashier

Register of Deeds

This release was written on the original mortgage.

Harold Beck
Francis J. [unclear]