

MORTGAGE

59876
Book 112

(NO. 52B)

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

This Indenture,

Made this 18th day of June
A. D. 19 56, between E. Lee Newman and Dorothy E. Newman, husband & wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Forty Four 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 successors 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 E. Lee Newman and Dorothy E. Newman do hereby covenant and agree that at the delivery hereof they 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 Four 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 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

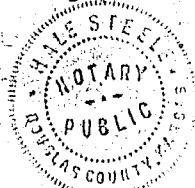
In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seals the day and year first above written.

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 18th day of June A. D. 19 56

before me, Hale Steele a Notary Public in and for said County and State, came E. Lee Newman and Dorothy E. Newman, husband and wife

to me personally known to be the same persons 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 December 12 19 59

Hale Steele Notary Public
Naselle Beck Register of Deeds
1961

Recorded June 20, 1956 at 10:10 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 31 day of October 1961.

ATTEST: Baldwin State Bank

Donald O. Nutt, Exec. Vice Pres.

Hale Steele, Cashier

(Corp. Seal)

This release was written on the original mortgage entered this 1 day of November 1961

Naselle Beck
By: Janice Beck