

MORTGAGE

60258 (NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., LAWRENCE, KANSAS

Book 113

This Indenture,Made this 24th day of JulyA. D. 1956, between Nelson P. Horn and Nell Horn, husband and 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 ofNine Thousand ----- 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 party 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:The West 57 feet of Lots 34, 35, and 36, and the West 57 feet of the North Half of Lot 37, all on Eighth Street, in the City of Baldwin City.Also all of Lots 91, 92, 93, 94, and 96 on Chapel Street in the City of Baldwin City, in Douglas County, State of Kansaswith all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Nelson P. Horn and Nell Horndo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Nine ThousandDollars, according to the terms of one certain note this day executed and delivered by the said Nelson P. Horn and Nell Horn to the said party of the second partand 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 party 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 party making such sale, on demand, to said first partiestheir heirs and assignsIn Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Nelson P. Horn (SEAL)Nell Horn (SEAL)

(SEAL)

STATE OF KANSAS

ss.

Be It Remembered, That on this 24 day of July A. D. 1956,before me, C. E. Butell, a Notary Publicin and for said County and State, came Nelson P. Horn andNell Horn, 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 this day and year last above written.

Oct. 6, 1956

C. E. Butell Notary Public

Recorded July 26, 1956 at 10:15 A.M.

Harld A. Beck, Register of Deeds

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 8th day of July, 1958.

Attest: Hale Steele, Cashier

Baldwin State Bank
C. E. Butell, President.

(Corp Seal)

*Instrument released on July 14, page 159*This release
was written
on the original
mortgageentered
this 9th day
of July
19 1956Harold A. Beck
Register of Deeds