

60676 BOOK 113

MORTGAGE

(No. 52B)

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

This Indenture, Made this 11th day of SeptemberA. D. 1956, between Donald Eugene Hobson and Phyllis M. Hobson,
his wifeof Baldwin, in the County of Douglas and State of Kansas
of the first part, and Baldwin State BankBaldwin, Kansas of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred 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 ~~XXXX~~ 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 half of Lot Ninety Two (92) and all of Lot Ninety Four (94) on Jersey Street, in the City of Baldwin and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Donald Eugene Hobson and Phyllis M. Hobson 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 Twenty Five Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Donald Eugene Hobson and Phyllis M. Hobson to the said party 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 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

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Donald Eugene Hobson (SEAL)
Phyllis M. Hobson (SEAL)
(SEAL)

STATE OF KANSAS

Douglas County, ss.**Be It Remembered**, That on this 11 day of Sept A. D. 1956

before me, G. B. Butell, a Notary Public in and for said County and State, came Donald Eugene Hobson and Phyllis M. Hobson, his wife

to me personally known to be the same person as 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.

My Commission expires Oct. 6th 1956G. B. Butell Notary PublicHarold 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 10th day of July, 1957.

Attest: Harold A. Beck, Register

Baldwin State Bank
C. E. Butell, President

(Per Seal)

This mortgage was recorded on the 11th day of September, 1956.

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10 1957

Harold A. Beck
By Marie Wilson
Notary