

61324 BOOK 11h

MORTGAGE

(NO. 52B)

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

This Indenture,

Made this 21st day of November
A. D. 19 56 Between Charles H. Stayton, Jr. and Naomi R. Stayton, husband and 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 Four Thousand Fifty Eight & 94/100- DOLLARS,
to duly paid, the receipt of which is hereby acknowledged, have ve sold and by these presents do grant,
bargain, sell and Mortgage to the said part y of the second part its successors KCC 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 One Half (W $\frac{1}{2}$) of Lot Eighty (80) and all of
Lot Eighty Two (82) on Elm 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 Charles H. Stayton, Jr. and Naomi R. Stayton
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 Four Thousand Fifty Eight & 94/100-
Dollars, according to the terms of One certain Note this day executed and delivered by the
said Charles H. Stayton, Jr. and Naomi R. Stayton 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 in interest thereon, 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 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

Charles H. Stayton, Jr. (SEAL)
Charles H. Stayton, Jr.

(SEAL)

Naomi R. Stayton (SEAL)

Naomi R. Stayton (SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this 21st day of November, A. D. 19 56

before me, Hale Steele, a Notary Public

in and for said County and State, came Charles H. Stayton, Jr. and

Naomi R. Stayton, 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 last above written.

My Commission expires December 12 19 56 Hale Steele Notary Public

Recorded November 26, 1956 at 10:40 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 24 day of April 1959.
ATTEST: Donald O. Nutt, Ass't Cashier The Baldwin State Bank
(Corp. Seal) Hale Steele Cashier

This release
was written
on the original
mortgage
entered
this 25th day
of April
19 59

Donald O. Nutt
Ass't Cashier
By J. J. J. J.