

61694 BOOK 114

MORTGAGE

(NO. 52B)

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

This Indenture,Made this 16th day of January, 1957,A. D. 1957, between Donald F. McMillen and Lucille McMillen,
Husband and wife.of Baldwin, in the County of Douglas and State of Kansas
of the first part, and Baldwin State Bank, Bank, Baldwin, Kansas

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six 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 2d 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:

Lots Numbered 201, 203, 205 and 207 on High Street,
Hogan's Addition to Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Donald F. McMillen and Lucille McMillen, husband and 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 Six thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Donald F. McMillen and Lucille McMillen, husband and wife to the said part 2d of the second part The Baldwin State Bank, Baldwin, Kansas

and the 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 2d 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 2d 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

Donald F. McMillen (SEAL)Donald F. McMillen (SEAL)Lucille McMillen (SEAL)Lucille McMillen (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 16th day of January, A. D. 1957,

before me, The undersigned, a Notary Public in and for said County and State, came Donald F. McMillen and Lucille McMillen, Husband and 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 first above written.

March 8, 1958Donald O. Nutt Notary Public

Recorded January 21, 1957 at 3:05 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 17th day of October 1966

ATTEST: Donald O. Nutt, President

Baldwin State Bank
Hale Steele, Cashier

(Corp. Seal)

Has release
was filed
on the original
mortgage
this 8th day
of October
1966
at
Baldwin
Mo.
James B. Blevins
Reg. of Deeds

Harold A. Beck Register of Deeds.