

61742 BOOK 114

MORTGAGE

(No. 52B)

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

**This Indenture,**Made this 23rd day of JanuaryA. D. 1957 between Orville Scott Morgan and Miriam D. Morgan, 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 ies of the first part, in consideration of the sum of Twenty Five Hundred 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 Y 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 Forty-one (41), Forty Two (42), Forty Three (43) and  
Forty Four (44) on Fifth Street in Baldwin City, Douglas  
County, 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 parties of the first partdo 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 and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the

said part Y of the second part The Baldwin State Bank

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 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 have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Orville Scott Morgan (SEAL)  
Orville Scott Morgan (SEAL)  
Miriam D. Morgan (SEAL)  
Miriam D. Morgan (SEAL)

STATE OF KANSAS

Douglas

County

Be It Remembered, That on this 23rd day of January A. D. 1957before me, The undersigned

a Notary Public

in and for said County and State, came Orville Scott Morgan and  
Miriam D. Morgan, 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 at the day and year last above written.

March 8, 1958

Donald O. Nutt Notary Public  
Donald O. Nutt

Recorded January 25, 1957 at 1:35 P.M. RELEASE.

Register of Deeds.

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 9th day of March 1959

ATTEST: Donald O. Nutt, Ass't. Cashier  
(Corp. Seal)

Baldwin State Bank  
Hale Steele-Cashier

This release was written on the original mortgage.

entered this 15th day of March 1959

Harold A. Beck  
Reg. of Deeds

By J. J. J. J. J.