

82(31) BOOK 114

MORTGAGE (NO. 52B) Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture, Made this 4th day of March
A. D. 19 57 between Herman C. Brown and Winifred Brown, 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 Five Thousand & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said party ies of the second part its successors XXXX 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 One Hundred Eighty Three (183) and One Hundred Eighty Five (185) in the Hogan Addition of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Herman C. Brown and Winifred Brown 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 Five Thousand & No/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Herman C. Brown and Winifred Brown to the said part ies 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 part ies of the second part 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 their heirs and assigns

In Witness Whereof, The said parties 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:
Herman C. Brown (SEAL)
Winifred F. Brown (SEAL)

STATE OF KANSAS
Douglas County, ss.



Be It Remembered, That on this 4th day of March A. D. 19 57 before me, Hale Steele a Notary Public in and for said County and State, came Herman C. Brown & Winifred A. Brown

to me personally known to be the same persons who executed the within instrument at 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 59 Hale Steele Notary Public

This release was written on the original mortgage entered on the 30th day of June 1966
Jamie Beem
Reg. of Deeds

Recorded March 8, 1957 at 10:00 A.M. **RELEASE.** Donald O. Nutt 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 29th day of June 1966

ATTEST: Donald O. Nutt, President Baldwin State Bank Hale Steeles, Cashier
(Corp Seal)