

62629 BOOK 115

MORTGAGE (NO. 538) Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

Made this 11 day of May
A. D. 19 57 between Russel H. Sanders and Arlene Sanders, his wife

of 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 parties 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 party 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:

The North One Hundred Twenty Acres (120) of the South East Quarter (SE 1/4) of Section Three (3), Township Fifteen (15), Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Russel H. Sanders and Arlene Sanders, his 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 parties of the second part The Baldwin State Bank, Baldwin, Kansas

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 parties 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 hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Russel H. Sanders (SEAL)
Russel H. Sanders (SEAL)
Arlene Sanders (SEAL)
Arlene Sanders

STATE OF KANSAS
Douglas County

Be It Remembered, That on this 11th day of May A. D. 19 57
before me, The Undersigned a Notary Public
in and for said County and State, came Russel H. Sanders and Arlene Sanders, his 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 last above written.

March 8, 19 58

Donald O. Nutt Notary Public
Donald O. Nutt

My Comm. Expires March 8, 1958

Recorded May 16th, 1957 at 1:50 P.M.

Harold A. Beck, Register of Deeds
By Marce Sileon Deputy

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 1st day of August 1964.

ATTEST: Donald O. Nutt, Exec. Vice President

The Baldwin State Bank

(Corp. Seal)

Hale Steele, Cashier

This release was written on the original mortgage this 5 day of August 1964.

Harold A. Beck
Reg. of Deeds
Deputy