

62922 BOOK 115

MORTGAGE

(No. 52A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 7th day of JuneA. D. 19 57, between C. C. Spear and Mamie R. Spear, his wifeof Oldfield, in the County of Christian and State of Missouri
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 Twenty Two Hundred and 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 part Y of the second part its ~~successors~~ SUCCESSORS 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 7 1/2 Acres of that portion of Baldwin City vacated, laying South of Jersey Street and West of Tenth Street, being 45 Acres, more or less, and lying in the West Half of the Southeast Quarter of Section 4, Township 15, Range 20, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.

And the said

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 Twenty Two Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said 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 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 ~~successors~~ SUCCESSORS 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 making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties of the first part ha or hereunto set theirhand S and seal the day and year first above written.

Signed, Sealed and delivered in presence of

C. C. Spear (SEAL)
C. C. Spear (SEAL)
Mamie R. Spear (SEAL)
Mamie R. Spear (SEAL)

STATE OF MissouriChristian County ss:BE IT REMEMBERED, That on this 12 day of June A. D. 19 57before me, Harvey A. Jenkins a Notary Public

in and for said County and State, came

C. C. Spear and Mamie R. Spear his wife
to me personally known to be the same person who executed the foregoing 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 Sept 24 19 59Harvey A. Jenkins Notary Public

Recorded June 17th, 1957 at 2:30 P.M.

Harold A. Beck, Register of Deeds

RELEASE

By: Marie Willard Deputy

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record.

Dated this 22 day of December 1958
Donald O. Nutt, Ass't. Cashier

Baldwin State Bank
Hale Steele Cashier Mortgagee. Owner.

This release was written on the original mortgage entered June 23 1958
Harold A. Beck
Reg. of Deeds

By: Marie Willard
Deputy