

63177

BOOK 115

MORTGAGE

(No. 52A)

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

This Indenture,

Made this 24th day of May

A. D. 1957, between Robert T. Brown and Donna J. 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 1st of the first part, in consideration of the sum of Four Thousand & 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 2 of the second part 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 South 44.5 feet of Lots 83;85 and 87 all on Jersey Street in the City of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Four Thousand & No/100- - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said Robert T. Brown & Donna J. Brown to the said part 2 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 2 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 making such sale, on demand to said parties of the first part

heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Robert T. Brown

(SEAL)

Donna J. Brown

(SEAL)

Donna J. Brown

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 24th day of May A. D. 19 57

before me, Hale Steele, a Notary Public

in and for said County and State, came Robert T. Brown & Donna J. Brown

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 December 12 19 59

Notary Public

Recorded July 13, 1957 at 9:30 A.M.

RELEASE

Register of Deeds

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 12th day of May 1964.

Hale Steele, Cashier
(Corp. Seal)

Baldwin State Bank
Donald O. Nutt Exec. Vice President Mortgagee. Owner.

This release
was written
on the original
mortgage entered
this 13 day
of May
1957

Harold A. Beck
Reg. of Deeds
By Jamie Bean
Deputy

