

Reg. No. 13,398
Fee Paid \$12.50

63196 BOOK 115

MORTGAGE

(Mo. 52A)

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This Indenture, Made this 31 day of May
A. D. 1957, between Earl W. Whitley and Mildred Lorene Whitley,
husband and 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 part 1st of the first part, in consideration of the sum of
Five 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 part Y of the second part its ~~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 South 24 feet of lot No. Twenty Six (26) and all of lot
No. Twenty Seven (27) on Ninth Street, in Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said Earl W. Whitley and Mildred Lorene Whitley, husband and 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 Five Thousand and no/100 -----
Dollars, according to the terms of one certain note this day executed and delivered by the
said Earl W. Whitley and Mildred Lorene Whitley, husband and wife to the
said part 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 ~~administrators~~ and assigns
to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 part 1st 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

Earl W. Whitley

(SEAL)

Earl W. Whitley

(SEAL)

Mildred Lorene Whitley

(SEAL)

Mildred Lorene Whitley

(SEAL)

STATE OF KANSAS,

Douglas

County

BE IT REMEMBERED, That on this 31 day of May A. D. 1957before me, the undersigned a Notary Publicin and for said County and State, came Earl W. Whitley and Mildred
Lorene Whitley, husband and wifeto 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.

3/8 1958

Donald O. Nutt

Notary Public



Recorded July 17, 1957 at 9:45 A.M.

RELEASE

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 13 day of February 1959

Donald O. Nutt, Ass't. Cashier

(Corp. Seal)

Baldwin State Bank

C. B. Butell President

Mortgages

Register of Deeds

132 day

February

1959

Baldwin City

Kansas