

64086 BOOK 116

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

This Indenture, Made this 1st day of October

A. D. 1957, between Elva Hadley Emery, a widow

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 Y of the first part, in consideration of the sum of

Twenty-eight Hundred and no/100 ----- DOLLARS,

to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said part Y 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 South Twenty-four feet of lot Sixty-nine, all on

Fremont Street, Baldwin City, Douglas County, Kansas

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

And the said party of the first part

do hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Twenty-eight Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part 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 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 Party of the first part their heirs and assigns.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of Elva Hadley Emery (SEAL)

(SEAL)

STATE OF KANSAS

Douglas County, ss.Be It Remembered, That on this 1st day of Oct. A. D. 1957before me, C. B. Butell, a Notary Publicin and for said County and State, came Elva Hadley Emery, a widow

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.

My Commission expires Oct. 6, 1960C. B. Butell Notary Public

Recorded October 5, 1957 at 9:30 A.M.

RELEASE.

Harold A. Beck, Register of Deeds
By: Marie Wilson, Deputy

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 28th day of November 1960.

ATTEST: Donald O. Nutt, Ass't Vice President

(Corp. Seal)

Baldwin State Bank
Hale Steele, Cashier

This release
was verified
on the original
instrument
by 29th day
of November
1960

Harold A. Beck
Reg. of Deeds
By Marie Wilson
Deputy