

64591

BOOK 117

MORTGAGE.

(NO. 52B)

Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this 1st day of December
A. D. 19 57, between Clarence A. Gordon and Helen D. Gordon, his wifeof 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 Thirty Five Hundred Sixty Five and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has ve 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:

Lots numbered twenty six (26) and twenty seven (27) and the
north twenty (20) feet of lot Twenty eight (28) All on Eighth
Street, in the City of Baldwin City, Douglas Co., Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Clarence A. Gordon and Helen D. Gordon, his wifedo es 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 Thirty Five Hundred Sixty-five and no/100 - Dollars, according to the terms of one certain note this day executed and delivered by the said Clarence A. Gordon and Helen D. Gordon, his wife to the said part y 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 part y of the second part its 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 part ies of the first part have hereunto set their hands and seal s the day and year first above written.

Signed, Sealed and delivered in presence of

Clarence A. Gordon (SEAL)
Clarence A. Gordon (SEAL)
Helen D. Gordon (SEAL)
Helen D. Gordon (SEAL)

STATE OF KANSAS

Douglas County.Be It Remembered, That on this 1st day of December A. D. 19 57before me, Hale Steele a Notary Publicin and for said County and State, came Clarence A. Gordon and
Helen D. Gordonto me personally known to be the same person s 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 December 12 19 59

Notary Public



Rec'd at December 1, 1957. 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 December 1957.

AFFID: Donald C. Nutt, Executive Vice President

(Corp. Seal)

Hale Steele, Notary

Handwritten notes:
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Helen D. Gordon
Hale Steele, Notary