

67515 BOOK 120

MORTGAGE

(No. 52A)

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This Indenture, Made this 23 day of OctoberA. D. 1958 between Florence E. Bennett, a single personof 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 Seven Hundred and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she grant, bargain, sell and Mortgage to the said part Y of the second part its successors here 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: My undivided one-half interest

Lots numbered Thirty-one (31), Thirty-two (32) and Thirty-three (33), and a strip of ground four (4) feet in width off the south side of lot Thirty (30), all on Eighth Street, Baldwin, 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 Florence E. Bennett, a single person do she 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 indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Seven Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Florence E. Bennett, a single person 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 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

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

Florence E. Bennett (SEAL)
Florence E. Bennett (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 23 day of October A. D. 1958before me, the undersigned a Notary Publicin, and for said County and State, came Florence E. Bennett,

a single person

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 3/8/1962Donald O. Nutt Notary Public
Donald O. Nutt

This release was written on the original mortgage entered this 27th day of April 1960

James Dean
Reg. of Deeds
Edna Dauter
County

Recorded October 24, 1958 at 10:15 A.M.

REVERSE

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 April 1960.

BALDWIN STATE BANK

Donald O. Nutt, President
(Corp Seal)

Hale Steele, Cashier Mortgagee, Owner.

Barold A. Beck Register of Deeds