

68041 BOOK 120

MORTGAGE

(Me. 21A)

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This Indenture, Made this 10 day of DecemberA. D. 19 58, between Lawrence A. Lamb and Arvilla E. Lamb, his wifeof Baldwin in the County of Douglas and State of Kansasof 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 Seventeen 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 party 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 $\frac{1}{2}$ of lot 36, all of lots 37, 38 and 39,
and the North 13 feet of lot 40 on 9th Street in
Baldwin City, County of Douglas, Kansas

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

And the said Lawrence A. Lamb and Arvilla E. Lamb, his wifedo 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 Seventeen Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Lawrence A. Lamb and Arvilla E. Lamb, 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 parties 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

Lawrence A. Lamb (SEAL)
Arvilla E. Lamb (SEAL)
Arvilla E. Lamb (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 10 day of December A. D. 19 58before me, the undersigned a Notary Publicin and for said County and State, came Lawrence A. Lamb and Arvilla E. Lamb, his wife

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 March 8, 1962Donald O. Nuck Notary Public
Donald O. Nuck

Recorded on December 15, 1958 at 10:35 A.M.

Donald O. Beck Register of Deeds

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 6th day of December 1961.
 Baldwin State Bank
 Title Officer
 Cashier
 Mortgagee
 Duncen
 (Copied) Donald O. Nuck, Esquire Vice President

This note and
 all other papers
 relating to the
 mortgage
 entered
 this 4
 day
 of December
 1958

Donald O. Beck
 Register of Deeds
 By James B. Beck