

Reg. No. 14,882
Fee Paid \$11.00

68857

BOOK 121

MORTGAGE

(No. 32A)

Boyles Legal Blanks—FORRE PRINTING CO.—Lawrence, Kansas

This Indenture,

Made this 9th day of March

A. D. 1959, between Frank B. Turner and Virginia H. Turner, husband and wife

of Baldwin, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Forty Four Hundred Twenty Five & 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 parties of the second part: its Successors, 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 West Thirty Three (33) feet of lot One Hundred Twenty Eight (128)
and the East Thirty Five (35) feet of lot One Hundred Thirty (130)
on Jersey Street, Baldwin City, Kansas.

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

And the said Parties of the first part

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 Forty Four Hundred Twenty Five----- Dollars, according to the terms of One certain Note this day executed and delivered by the said Frank B. Turner and Virginia H. Turner to the said parties of the second part

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 parties of the second part, 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 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

Frank B. Turner (SEAL)

Virginia H. Turner (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss:



BE IT REMEMBERED, That on this 9th day of March A. D. 1959

before me, Hale Steele a Notary Public

in and for said County and State, came Frank B. Turner and Virginia H. Turner

to me personally known to be the same persons 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 December 12, 1959

Hale Steele Notary Public

Recorded on March 12, 1959 at 9:30 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 1st day of July 1960. Baldwin State Bank, Baldwin, Ks.

Donald G. Nutt, Ass't. Vice President

C. B. Butell, President

Mortgagee. Owner.

(Corp. Seal)

This release was written on the original mortgage issued this 1st day of July 1960

Harold A. Beck
Register of Deeds
Baldwin, Kansas

By _____
County