

Reg. No. 14,915
Fee Paid \$12.50

68962 BOOK 121

MORTGAGE

(Mo. 32A)

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This Indenture, Made this 21 day of MarchA. D. 1959, between

Lyle R. Sutton and Cora E. Sutton,
husband and wife

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 parties of the first part, in consideration of the sum of Five 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 part Y of the second part its ~~successors~~ 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 Eight (8), Nine (9), and Ten (10) of Miller Replat,
Survey No. 1198, Baldwin City, Douglas Co., 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 partdo 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 Five Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Lyle R. Sutton and Cora E. Sutton, to the said party 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 parties of the second part its ~~successors~~ 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 21 of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lyle R. Sutton (SEAL)
Lyle R. Sutton (SEAL)
Cora E. Sutton (SEAL)
Cora E. Sutton (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 21 day of March A. D. 19 59before me, the undersigned a Notary Public

in and for said County and State, came Lyle R. Sutton and
Cora E. Sutton, husband and 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

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Donald O. Nutt Notary Public
Donald O. Nutt



Recorded on March 23, 1959 at 2:25 P.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 17th day of February 1960.

Donald O. Nutt
Ass't. Vice President

(Corp. Seal)

Baldwin State Bank
C.B. Butell, President Mortgagee. Owner.

This release was written on the original mortgage.

this 19th day of February 1960

Harold A. Beck
Reg. of Deeds

By James Ream
Notary