

Reg. No. 15,110

Fee Paid \$4.25

MORTGAGE BOOK 122 69747 (No. 32A) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

**This Indenture,** Made this 23 day of MayA. D. 1959, between Donald Elston and Edith Elston,  
husband and 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 part 1st of the first part, in consideration of the sum of Seventeen Hundred 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 2 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:

All of Lot Three (3), in Block Ninety-one (91) in Palmyra Townsite, now a part of the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Donald Elston and Edith Elston 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 Seventeen Hundred and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Donald Elston and Edith Elston to the said party 2 of the second part The Baldwin State Bank

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 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 2 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 party making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties 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

Donald Elston (SEAL)  
Edith Elston (SEAL)  
Edith Elston (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 23 day of May A. D. 19 59

before me, the undersigned a Notary Public in and for said County and State, came Donald Elston and Edith Elston, 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

3/8 1962Donald O. Nutt Notary Public

Recorded May 26, 1959 at 3:35 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 5th day of August 1961.

Donald O. Nutt Exec. Vice President

Baldwin State Bank, Baldwin, Kansas

Hale Steele, Cashier Mortgagee. Owner.

(Corp. Seal)

This release was written on the original mortgage which this 1st day of August 19 61

Harold A. Beck  
Reg. of Deeds

By James K. ...  
Notary