

MORTGAGE BOOK 122 69944 (No. 22A) Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

# This Indenture, Made this 6th day of June

A. D. 1959, between Henry F. Stout and Ruth E. Stout, his 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 part 1st of the first part, in consideration of the sum of Twenty Five 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 2nd of the second part its 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:

Lots Nos. Two (2), Four (4), Six (6), Eight (8), Ten (10), Twelve (12), Fourteen (14), Sixteen (16), Eighteen (18), Twenty (20) and Twenty Two (22) on Elm Street in 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 Henry F. Stout and Ruth E. Stout 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 Twenty Five Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Henry F. Stout and Ruth E. Stout, his wife to the said part 2nd 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 2nd of the second part its heirs and assigns, 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 1st 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

Henry F. Stout (SEAL)  
Ruth E. Stout (SEAL)  
Ruth E. Stout (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 6th day of June A. D. 1959

before me, the undersigned a Notary Public

in and for said County and State, came Henry F. Stout and

Ruth E. Stout, 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 3/8/1962

Donald O. Nutt Notary Public

Recorded June 8, 1959 at 9:30 A.M.

RELEASE

Harold A. Beck Register of Deeds  
By: James French, Deputy

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 15th day of Sept. 1961.

Hale Steele, Cashier

(Corp. Seal)

The Baldwin State Bank Owner.  
Donald O. Nutt Exec. Vice Pres.

This release was written on the original mortgage entered this 18 day of September 1961

Harold A. Beck  
Reg. of Deeds  
By: James French