

Reg. No. 15,347
Fee Paid \$22.50

70746 BOOK 122

MORTGAGE (Mo. 23A) Boyles Legal Blanks—POREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 1st day of August
A. D. 19 59, between Billy G. Toler and Sara A. Toler, 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 parties of the first part, in consideration of the sum of Nine Thousand and no/100 DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, ha VE sold and by these presents do
grant, bargain, sell and Mortgage to the said part X 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: Beginning at the Northwest corner of the Northwest Quarter of
Section Nine (9), Township Fifteen (15), Range Twenty (20), Douglas County, Kansas; thence
South 100 rods; thence East 80 rods; thence North 20 rods; thence East 17 rods; thence
North 30 rods; thence West 20 rods; thence North 50 rods; thence West 77 rods to the place
of beginning, containing 52.25 acres, more or less, less the following described tract;
Beginning at a point 83 rods West of the Northeast corner of the Northeast Quarter of
Section 9, Township 15, Range 20, thence South 80 Rods, thence East 3 rods, thence South
20 rods, thence West 15 rods, thence North 2 rods, thence East 10 rods, thence North 98
rods, thence East to point of beginning, containing 1.75 acres, more or less, said last
described tract being deeded to the City of Baldwin City, Kansas, and said first described
tract being subject to two right-of-way easements to 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 Billy G. Toler and Sara A. Toler, his wife
do hereby covenant and agree that at the delivery hereof they 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 Nine Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the
said Billy G. Toler and Sara A. Toler, 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, administrat-
ors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner pre-
scribed 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 ha VE hereunto set their
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of Billy G. Toler (SEAL)
Sara A. Toler (SEAL)
Sara A. Toler (SEAL)

STATE OF KANSAS,
Douglas County ss:
BE IT REMEMBERED, That on this 1st day of August A. D. 19 59
before me, the undersigned a Notary Public
in and for said County and State, came Billy G. Toler and
Sara A. Toler, his wife
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 Comm. 3/8/1962 Donald O. Nutt Notary Public

Recorded August 7, 1959 at 2:35 P.M. Donald O. Nutt 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 January 1964.

Hale Steele, Cashier (Corp. Seal) The Baldwin State Bank
Donald O. Nutt, Exec. Vice-Pres.

This release was written on the original mortgage entered this 8 day of January 19 1964
Donald O. Nutt
Reg. of Deeds