

70892

BOOK 122

MORTGAGE

(Mo. 32A)

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

This Indenture,Made this 18th day of AugustA. D. 19 59, between Vernon Courtney and Vivian G. Courtney,
his 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 parties of the first part, in consideration of the sum of Four Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha YE sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its ~~heirs~~ ^{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:

All of Lots One Hundred Four (104), One Hundred Five (105), One Hundred Six (106) and One Hundred Eight (108) on Indiana Street, Baldwin, Kansas.

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

And the said Vernon Courtney and Vivian G. Courtney

do hereby covenant and agree that at the delivery hereof they have 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 Four Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Vernon Courtney and Vivian G. Courtney 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} 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 surplus, 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 ies of the first part ha YE hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Vernon Courtney (SEAL)
Vernon Courtney (SEAL)
Vivian G. Courtney (SEAL)
Vivian G. Courtney (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 18th day of August A. D. 19 59before me, the undersigned a Notary Publicin and for said County and State, came Vernon Courtney andVivian G. Courtney, 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 12/12 19 59

Notary Public

Recorded August 20, 1959 at 1:15 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 2nd day of March 1965.

Donald O. Nutt, Executive Vice President

(Corp. Seal)

Baldwin State Bank

Hale Steele, Cashier Mortgagee. Owner.

This release was written on the original mortgage entered this 3 day of March 19 65

James Dean
Reg. of Deeds
By: J. H. Newmyer
Deputy

Donald O. Nutt Register of Deeds