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BOOK 123

MORTGAGE

(No. 52A)

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This Indenture,Made this 7th day of NovemberA. D. 1959, between Fred J. Barnes and Stella M. Barnes, 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 part 1st of the first part, in consideration of the sum of Sixty Five Hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VS sold and by these presents do grant, bargain, sell and Mortgage to the said part Y 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:

The South half of Lot No. Seventy-one (71) on Elm Street, also, the West half of lot One Hundred Twenty-one (121) and all of lot One Hundred Twenty-three (123) on King Street, all in Baldwin, 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 Fred J. Barnes and Stella M. Barnes, his wife do hereby covenant and agree that at the delivery hereof they are the 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 Sixty Five Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Fred J. Barnes and Stella M. Barnes to the said part Y of the second part The Baldwin State Bank

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or 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 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 ha VS hereunto set their hand & seal & the day and year first above written.

Signed, Sealed and delivered in presence of

Fred J. Barnes (SEAL)Fred J. Barnes (SEAL)Stella M. Barnes (SEAL)Stella M. Barnes (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 7 day of November A. D. 19 59before me, the undersigned a Notary Publicin and for said County and State, came Fred J. Barnes and Stella M. Barnes, 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.

Donald O. Nutt Notary Public

Donald O. Nutt

My Commission Expires 3/8/1962

This release was written on the original mortgage entered on this 4th day of February 1960
Yarni Boen
Reg of Deeds

Recorded November 10, 1959 at 1:55 P.M.

Harold A. Beck 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 3rd day of February 1960

Donald O. Nutt, President
(Corp Seal)

BALDWIN STATE BANK
Hale Steele Cashier Mortgages. Owner.

For Partial Release See Book 126 Page 285