

72062 BOOK 123

MORTGAGE—Standard Form

(No. 22 B)

F. J. ROYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 27 day of November
A. D. 1959, between Virgil Schwartz and Myrtle I. Schwartz, 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 Ten Thousand 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 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 West half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$)
of Section Thirty-three (33), Township Fourteen (14),
Range Nineteen (19) in Douglas County, 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 Virgil Schwartz and Myrtle I. Schwartz, his wife 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 Ten Thousand and no/100 ----- Dollars, according to the terms of SP2 certain note this day executed and delivered by the said Virgil Schwartz and Myrtle I. Schwartz, his wife to the said part Y 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 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 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 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 parties of the first part ha ve hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Virgil Schwartz (SEAL)
Myrtle I. Schwartz (SEAL)
Myrtle I. Schwartz (SEAL)

STATE OF KANSAS,

Douglas County } ss.Be It Remembered, That on this 27 day of November A. D. 1959before me, the undersigned

a Notary Public

in and for said County and state, came Virgil Schwartz and Myrtle I. Schwartz, his wife

to me personally known to be the same person who executed the within 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.

1/8/- 1962

Donald O. Nutt
Donald O. Nutt Notary Public



This release
was written
on the original
mortgage entered
this 27 day
of November
19 59

Harold A. Beck
Reg. of Deeds

C. J. B. B. B.
Deputy

Recorded: November 30, 1959 at 2:30 P.M.

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 26th day of February 1963

ATTEST: Baldwin State Bank, Baldwin City, Kas.

Hale Steele, Cashier

Donald O. Nutt, Exec. Vice President

(Corp Seal)