

Reg. No. 15,773

Fee Paid \$12.75

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BOOK 124

MORTGAGE—Standard Form

(No. 52 B)

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

**This Indenture,**Made this 17 day of FebruaryA. D. 1960, between Clifford E. Rice and Anna G. Rice, husband and 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 ies of the first part, in consideration of the sum ofFifty-one Hundred and no/100 ----- DOLLARSto 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 accessors 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 Eight (8), Nine (9), and Ten (10) of Miller Re-Flat,  
Survey No. 1198, Baldwin City, Douglas County, Kansaswith all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Clifford E. Rice and Anna G. Rice, husband and wifedo 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 incumbrancesThis grant is intended as a mortgage to secure the payment of Fifty-one Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Clifford E. Rice and Anna G. Rice, husband and wife to the said part y of the second part The Baldwin State Bank, Baldwin, Kansasand 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 said 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 ies 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

Clifford E. Rice (SEAL)Clifford E. Rice (SEAL)Anna G. Rice (SEAL)Anna G. Rice (SEAL)

STATE OF KANSAS,

Douglas County

County

Be It Remembered, That on this 17 day of February A. D. 1960before me, the undersigned a Notary Publicin and for said County and state, came Clifford E. Rice and Anna G. Rice,husband and 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.

My Commission Expires

3/8/ 19 62Donald O. Nutt

Notary Public

Recorded February 19, 1960 at 1:35 P.M.

Harold A. Beck Register of Deeds

ATTEST:

Janice Beem 6-14-67  
Register of DeedsI, Lucille E. Allison, Clerk of the District Court, Douglas County, Kans. do hereby certify that a payment of foreclosure on the mortgage herein recorded was made to the District Court on June 14, 1967 and is duly recorded in journal at page 27 Witness my hand this 14 day of June 1967  
Lucille E. Allison Clerk of the District CourtSee Partial Release of Mortgage See Book 135 Page 476  
For Partial Release of Mortgage See Book 133 Page 207