

73881

BOOK 125

MORTGAGE

(No. 22A)

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

This Indenture, Made this 1st day of July
A. D. 19 60, between Joseph A. Cleavinger and Margaret S. Cleavinger,
husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of
Ten Thousand & 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 party 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:

All of Lots Eighty Nine (89), Ninety One (91) and
Ninety Three (93) on King Street, City of Baldwin.

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

And the said

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 & No/100-
Dollars, according to the terms of One certain Note this day executed and delivered by the
said Parties of the First Part to the
said party of the second part

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 party of the second part, executors, administrators,
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 surplus, if any there be, shall be paid by the part
making such sale, on demand to said Joseph A. Cleavinger and Margaret S. Cleavinger

heirs and assigns

In Witness Whereof, The said parties 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

Joseph A. Cleavinger (SEAL)

Margaret S. Cleavinger (SEAL)

Margaret S. Cleavinger (SEAL)

STATE OF KANSAS,

Douglas

County

as:

BE IT REMEMBERED, That on this 1st day of July A. D. 19 60before me, Hale Steele

a Notary Public

in and for said County and State, came Joseph A. Cleavinger
and Margaret S. Cleavinger

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 December 12 19 63

Notary Public

This release
will be written
on the original
mortgage
this 18 day
of July

P. 66

Janice Rasmussen
Reg. of Deeds

Recorded July 7, 1960 at 9:45 A.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 16th day of August 1966

Donald O. Nutt, President
(Corp Seal)

Baldwin State Bank, Baldwin City, Ks.
Hale Steele Cashier

Russell G. Beck Register of Deeds