

76410 **BOOK 127**

MORTGAGE - Standard Form (No. 52 B) F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture. Made this 1st day of April A. D. 1961, between Joseph C. Calvin and Mary E. Calvin, husband and wife

of 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 Fifteen Hundred 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 party of the second part its accessors 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:

Lot No. Eighty-two (82) on Indiana Street,
Baldwin, City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph C. Calvin and Mary E. Calvin, husband and 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 indefensible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Joseph C. Calvin and Mary E. Calvin to the said party 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 party 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 party of the second part making such sale, on demand, to said heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and delivered in presence of

Joseph C. Calvin (SEAL)
Joseph C. Calvin (SEAL)
Mary E. Calvin (SEAL)
Mary E. Calvin (SEAL)

STATE OF KANSAS, }
Douglas County ss.

Be It Remembered, That on this 1 day of April A. D. 1961 before me, Donald O. Nutt a Notary Public in and for said County and state, came Joseph C. Calvin and Mary E. Calvin, 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.

Donald O. Nutt
Donald O. Nutt Notary Public

My Commission Expires March 8, 1962

Recorded April 3, 1961 at 9:30 A.M. North A. Beck Register of Deeds

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 8th day of August 1961.

ATTEST: Baldwin State Bank, Baldwin, Kansas
Donald O. Nutt, Exec. Vice President

Hale Steele, Cashier
(Corp. Seal)

This release was written on the original mortgage entered this 9th day of August 1961

North A. Beck
Reg. of Deeds
By Lance Beeson
Clerk