

Reg. No. 17,025  
Fee Paid \$6.25

78041 BOOK 129

MORTGAGE - Standard Form

(No. 52 B)

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

**This Indenture,**Made this 15 day of AugustA. D. 1961, between Russell W. Davee and Cleora M. Davee, husband and wifeof 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 Twenty Five Hundred and No/100- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by the successors do grant, bargain, sell and Mortgage to the said party of the second part its 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:

Lot Ninety One (91) on Highway Street, Baldwin City, Douglas County, Kansas.

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

And the said Parties of the first part do hereby covenant and agree that at the delivery hereof They are the lawful owner of the premises above granted, and seizers 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 Twenty Five hundred and No/100- Dollars, according to the terms of One certain Note this day executed and delivered by the said Russell W. Davee and Cleora M. Davee, Husband and wife 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 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 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

Russell W. Davee (SEAL)  
Cleora M. Davee (SEAL)  
Cleora M. Davee (SEAL)

STATE OF KANSAS,

Douglas County

County

Be It Remembered, That on this 15 day of August A. D. 1961before me, Donald O. Nutt, a Notary Publicin and for said County and state, came Russell W. Davee andCleora M. Davee, 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 1962Donald O. Nutt

Notary Public

Recorded August 28, 1961 at 9:40 A.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 6th day of November 1963.

The Baldwin State Bank

Donald O. Nutt, Exec. Vice- Pres.

ATTEST: Hale Steele, Cashier

(Corp. Seal)

This release was signed and acknowledged by the original parties to this mortgage on the 7th day of November 1963.

Harold A. Beck  
By James Beck