

MORTGAGE—Standard Form (No. 52 B) **78089** **BOOK 129**

This Indenture, Made this 31st day of August A. D. 19 61, between Lester R. Deay and Margaret J. Deay, 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 part ies of the first part, in consideration of the sum of Seven Thousand Five Hundred & No/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do ES grant, bargain, sell and Mortgage to the said part y of the second part its successors XXXV 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 one half of the Northeast Quarter
of Section Thirteen (13), Township Fourteen (14),
Range Twenty (20), 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 Lester R. Deay and Margaret J. Deay 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 Seven Thousand Five Hundred & No/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Lester R. Deay and Margaret J. Deay to the said part y 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 part y 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 surplus, if any there be, shall be paid by the part y 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

Lester R. Deay (SEAL)
Lester R. Deay (SEAL)
Margaret J. Deay (SEAL)
Margaret J. Deay (SEAL)

STATE OF KANSAS,
Douglas County

Be It Remembered, That on this 31st day of August A. D. 19 61, before me, Hale Steele, a Notary Public in and for said County and state, came Lester R. Deay and Margaret J. Deay to me personally known to be the same persons 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 December 12 19 63

Hale Steele Notary Public

Recorded September 1, 1961 at 9:15 A.M.

Walter 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 4th day of March 1966

Attest: Donald O. Nutt, President
(Corp. Seal)Baldwin State Bank
Hale Steele, CashierThis release
was written
on the original
mortgage
entered
this 7th day
of March
1966