

78179 BOOK 129

MORTGAGE-Standard Form

(No. 52 B)

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

This Indenture,Made this 12th day of September
A. D. 1961, between Max D. Kepple and Theda C. Kepple, 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 part ies of the first part, in consideration of the sum of Three Thousand Eight Hundred Fifty & 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 part Y of the second part its successor name 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:

Beginning at the Southwest Corner of the Northeast

Quarter, thence East 107.75 rods, North 48 rods,

West 107.75 rods, South 48 rods to the place of beginning,

containing 32 1/3 acres, also the Northeast Quarter of the

Southwest Quarter, containing 40 acres; all being in

Section 20, Township 14, Range 20.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Max Kepple and Theda C. Kepple 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 Three Thousand Eight Hundred Fifty--- Dollars, according to the terms of one certain Note this day executed and delivered by the said Max D. Kepple and Theda C. Kepple to the said part Y of the second part

specified. But if default be made in such payments, or any part thereof, 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 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 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

Max D. Kepple (SEAL)
Theda C. Kepple (SEAL)
Theda C. Kepple (SEAL)

STATE OF KANSAS,
Douglas

County } ss.

Be It Remembered, That on this 12th day of September, A. D. 19 61before me, Hale Steele, a Notary Public in and for said County and state, came Max D. Kepple and Theda C. Kepple

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

Notary Public

Recorded September 13, 1961 at 9:30 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 28th day of December 1963.

ATTEST. Donald O. Nutt, Executive
Vice President

Baldwin State Bank
Hale Steele, Cashier

(Corp. Seal)

Register of Deeds

This release
was written
on the original
mortgage entered
this 31 day
of December
19 63

Hale Steele
Reg. of Deeds
By James Brown
Deputy