

Reg. No. 17,075
Fee Paid \$6.50

78229 BOOK 129

MORTGAGE - Standard Form

(No. 52 B)

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

This Indenture,Made this 6th day of September
A. D. 1961, between Henry F. Stout and Ruth E. Stout, Husband and Wifeof 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 Two Thousand Five Hundred Eighty Five 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 part Y 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:

Lots Nos. Two (2), Four (4), Six (6), Eight (8), Ten (10)
Twelve (12), Fourteen (14), Sixteen (16), Eighteen (18),
Twenty (20) and Twenty Two (22) on Elm Street in the City
of 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 Henry F. Stout and Ruth E. Stoutdo 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 Two Thousand Five Hundred Eighty Five and No/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Henry F. Stout and Ruth E. Stout to the said part Y 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 part Y of the second part its heirs 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 hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Henry F. Stout (SEAL)
Henry F. Stout (SEAL)
Ruth E. Stout (SEAL)
Ruth E. Stout (SEAL)

STATE OF KANSAS,

Douglas County } ss.Be It Remembered, That on this 6th day of September A. D. 1961

before me, The undersigned, a Notary Public
in and for said County and state, came Henry F. Stout and Ruth E. Stout, his 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

May 22 1965Jerry L. Vickers

Notary Public

Recorded September 18, 1961 at 2:50 P.M.

RELEASE.

Harold A. Beck Register of Deeds
By Jamie Beem, Deputy

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 1st day of March 1965.

ATTEST: Donald O. Nutt, Executive

The Baldwin State Bank, Baldwin, Kansas

Vice President

Hale Steele, Cashier

(Corp. Seal)

This release
was written
on the original
mortgage
entered
file 2
day
of March
1965

Jamie Beem
Reg. of Deeds
By Jamie Beem, Deputy