

Reg. No. 17,476
Fee Paid \$11.75

78665 BOOK 129

MORTGAGE - Standard Form

(No. 52 B)

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

This Indenture,Made this 1st day of November
A. D. 1961, between E. Lee Newman and Dorothy E. Newman, 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 Forty Seven 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 part Y of the second part its successors ~~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 Twenty Three (23), Twenty Four (24), and Twenty Five (25)
All on Fifth 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 E. Lee Newman and Dorothy E. Newman 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 Forty Seven Hundred and No/100 ----- Dollars, according to the terms of One certain Note this day executed and delivered by the said E. Lee Newman and Dorothy E. Newman to the said party of the second part The Baldwin State Bank

and this conveyance shall be void if such payments be made as hereby 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 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

E. Lee Newman (SEAL)
E. Lee Newman (SEAL)
Dorothy E. Newman (SEAL)
Dorothy E. Newman (SEAL)

STATE OF KANSAS,

Douglas

County } ss.

Be It Remembered, That on this 1st day of November A. D. 1961

before me Donald O. Nutt, the undersigned, a Notary Public in and for said County and state, came E. Lee Newman and Dorothy E. Newman 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 November 1, 1961 at 3:00 P.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 9th day of March 1963.

(Corp Seal)

ATTEST: Hale Steele, Cashier

THE BALDWIN STATE BANK
Donald O. Nutt, Exec. Vice Pres.

Notary Public
Hale Steele
Cashier
March 13, 1963
The above was written on the original mortgage entered on the day of March 13, 1963

Harold A. Beck Register of Deeds