

MORTGAGE—Standard Form

(No. 52 B)

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78825 BOOK 129

**This Indenture,**Made this 16th day of November  
A. D. 19 61, between Roy Hoskinson and Esther M. Hoskinson, 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 Ten Thousand & 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 it 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:

The East One Hundred Ten acres of the North West Quarter of Section Sixteen (16), Township Fourteen (14), Range Twenty (20), in Douglas County, Kansas; and the East Thirty Five acres of the South Eighty Three acres of the South West Quarter of Section Nine (9) Township Fourteen (14) Range Twenty (20), in 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 Roy Hoskinson and Esther M. Hoskinson 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 Ten Thousand & No/100 ----- Dollars, according to the terms of one certain Note this day executed and delivered by the said Roy Hoskinson and Esther M. Hoskinson 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 overplus, 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 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

Roy Hoskinson (SEAL)  
Roy Hoskinson

Esther M. Hoskinson (SEAL)  
Esther M. Hoskinson (SEAL)

STATE OF KANSAS,

Douglas

County

Be It Remembered, That on this 16th day of November A. D. 19 61before me, Hale Steele, a Notary Publicin and for said County and state, came Roy Hoskinson and Esther M. Hoskinson, 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 December 12 19 63

Notary Public

WBS release  
written  
on the original  
mortgage  
entered  
this 20 day  
of February  
19 62

Janice Beem  
Reg. of Deeds  
By Janice Beem, Deputy

Recorded November 17, 1961 at 9:35 A.M.

RELEASE

Harold A. Beck Register of Deeds  
By Janice 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 15th day of February 1968

ATTEST: Donald O. Nutt

Leo F. Smith  
Blanch M. Smith