

Reg. No. 17,537
Fee Paid \$40.00

78966 BOOK 130

MORTGAGE

(No. 32A)

Boyles Legal Blanks—FOREE PRINTING CO.—Lawrence, Kansas

This Indenture, Made this 1st day of DecemberA. D. 1961, between Raymond L. Pendleton and Elna V. Pendleton, his 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 Sixteen Thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha VE 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 127, 129 and the East half of Lot 131 on
Baker Street, Baldwin, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Raymond L. Pendleton and Elna V. Pendleton, his wife 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 Sixteen Thousand and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Raymond L. Pendleton and Elna V. Pendleton, his wife 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 ha VE hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Raymond L. Pendleton (SEAL)
Elna V. Pendleton (SEAL)
Elna V. Pendleton (SEAL)

STATE OF KANSAS,

Douglas CountyBE IT REMEMBERED, That on this 1st day of December A. D. 1961before me, the undersigned a Notary Publicin and for said County and State, came Raymond L. Pendleton andElna V. Pendleton, his wife

to me personally known to be the same person who executed the foregoing 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

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Donald O. Nutt Notary Public
Donald O. Nutt

Recorded December 2, 1961 at 8:30 A.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 4th day of January 1970

Donald O. Nutt, President
(Corp. Seal)

Baldwin State Bank, Baldwin City, Ks.
Carl A. Butell, Vice President Mortgagee, Owner.

This release
was written
on the original
mortgage

Jan 5 1970
February 1970

James B. Beck
Reg. of Deeds