

79537 BOOK 130

MORTGAGE

(No. 22A)

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This Indenture, Made this 29th day of JanuaryA. D. 1962, between Leo F. Smith, Jr. and Wyola S. Smith, 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 part 1st of the first part, in consideration of the sum of Two Thousand and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part 2nd of the second part its ~~successors~~ ^{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:

40,
All of Lots 41, 42, 43 and 44 on Sixth Street,
Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.And the said Leo F. Smith, Jr. and Wyola S. Smith, his wifedo 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 and no/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Leo F. Smith, Jr. and Wyola S. Smith, his wife to the said part 2nd 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 2nd of the second part its ~~executors~~ ^{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 1st 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

Leo F. Smith, Jr. (SEAL)Leo F. Smith, Jr. (SEAL)Wyola S. Smith (SEAL)Wyola S. Smith (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 29th day of January A. D. 1962before me, the undersigned a Notary Publicin and for said County and State, came Leo F. Smith, Jr. andWyola S. Smith, 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

May 22, 1965Jerry L. Vickers Notary Public

Recorded February 10, 1962 at 8:50 A.M.

RELEASE

Harold G. Beck

Register of Deeds

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 12 day of December 1964.

Donald C. Nutt, Exec. Vice President

BALDWIN STATE BANK

Hale Steele Cashier

Mortgagee. Owner.

(Corp. Seal)

This release
was written
on the original
mortgage and
is
dated
14
December
64

Harold G. Beck
Reg. of Deeds
By James Beem
Notary