

MORTGAGE 79657 BOOK 130 (No. 22A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 19th day of February A. D. 1962, between James M. Johnson, Jr. and Ruby M. Johnson, Husband and Wife of 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 Twenty Eight 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 party of the second part its successors all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

All of the North Eighty-three (83) feet of lots One Hundred Twenty One, (121), One Hundred Twenty-two (122), and One Hundred Twenty-four (124), on Chapel street in the City of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James M. Johnson, Jr. and Ruby M. Johnson, Husband and 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 Twenty Eight Hundred and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said James M. Johnson, Jr. and Ruby M. Johnson, Husband and wife to the said party of the second part The Baldwin State Bank, Baldwin, Kansas

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or due and payable, and it shall be lawful for the said party of the second part its 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 party making such sale, on demand to said James M. Johnson, Jr. and Ruby M. Johnson, Husband and wife 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

James M. Johnson, Jr. (SEAL)
James M. Johnson, Jr. (SEAL)
Ruby M. Johnson (SEAL)
Ruby M. Johnson (SEAL)

STATE OF KANSAS, Douglas County, ss:

BE IT REMEMBERED, That on this 19 day of February A. D. 1962 before me, The undersigned a Notary Public in and for said County and State, came James M. Johnson, Jr. and Ruby M. Johnson, husband and 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.

March 8, 1962 Donald O. Nutt Notary Public

Recorded February 26, 1962 at 2:00 P.M.

Harold B. Beck Register of Deeds

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 27th day of November 1963.

Baldwin State Bank
Donald O. Nutt, Exec. Vice Pres. Hale Steele, Cashier Mortgagee.
(Corp. Seal)

This release was written on the original mortgage entered this 2nd day of December 1963
Harold B. Beck
Reg. of Deeds
By James Beck