

Reg. No. 17,719  
Fee Paid \$7.50

79971 BOOK 130

MORTGAGE

(No. 81A)

The Official Printer, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture, Made this 23 day of March

A. D. 1962, between Charles R. Whitley and Naomi E. Whitley, 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 Three Thousand 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 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 North Fifty (50) feet of Lot 121 and the North Fifty (50) feet of the East ten (10) feet of Lot 123 on Indiana Street, except the North Eight (8) feet of said premises now in a public alley, all in Baldwin City, Douglas county, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Charles R. Whitley and Naomi E. Whitley 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 Three Thousand and No/100 - - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said Party of the First Part to the said party 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 party of the second part Its heirs and assigns, 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 surplus, if any there be, shall be paid by the party making such sale, on demand to said Party of the first part

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

Charles R. Whitley (SEAL)  
Charles E. Whitley (SEAL)  
Naomi E. Whitley (SEAL)  
Naomi E. Whitley (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 23 day of March A. D. 1962

before me, the undersigned a Notary Public

in and for said County and State, came Charles R. Whitley and Naomi E. Whitley, 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.

My Commission expires May 22 1965

Notary Public

Recorded March 27, 1962 at 1:55 P.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 March 1969.

Donald O. Nutt, President (Corp. Seal)

Baldwin State Bank  
Hale Steele, Vice President & Cashier  
Mortgagee. Owner.

This release was written on the original mortgage entered this 17th day of March 1969

James B. Bean  
Reg. of Deeds