

80102 BOOK 130

MORTGAGE

(Sec. 22A)

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This Indenture.

Made this 6th day of April
A. D. 1962, between Ed M. Rockhold and Sarah Rockhold, his 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 part 1st of the first part, in consideration of the sum of Thirty Five Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he Ed M. Rockhold sold and by these presents do grant, bargain, sell and Mortgage to the said part 1st of the second part 1st 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:

All of Lots 28, 29, 30, 31, 32, 33, 34 and 35 on
Indiana St., Baldwin, 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 Ed M. Rockhold and Sarah Rockhold, 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 Thirty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Ed M. Rockhold and Sarah Rockhold, his wife to the said part 1st 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 1st of the second part 1st administrators, 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 part making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Ed M. Rockhold (SEAL)
Ed M. Rockhold (SEAL)
Sarah Rockhold (SEAL)
Sarah Rockhold (SEAL)

STATE OF KANSAS,

Douglas County

ss:

BE IT REMEMBERED, That on this 6th day of April A. D. 1962

before me, The undersigned a Notary Public in and for said County and State, came Ed M. Rockhold and Sarah Rockhold, 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

1/1/1966

Donald O. Nutt Notary Public



Recorded April 9, 1962 at 8:30 A.M.

Harold A. Beck Register of Deeds
By: Janice Boem, Deputy

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 2nd day of October 1967.
Donald O. Nutt, President (Corp. Seal)
Baldwin State Bank
Hale Steele, Cashier Mortgagee.
Owner.

This release was written on the original mortgage entered this 3rd day of Oct 1967
Kane