

MORTGAGE

(No. 52A)

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83003

BOOK 133

**THIS INDENTURE** Made this 30th day of OctoberA. D. 1962, between Ralph W. Polson and Joan P. Polson, Husband and 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 Thirteen 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 successors 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 Forty-Six (46), Forty-Eight (48) and Fifty (50)  
on Elm Street in Baldwin City, Kansas.

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

And the said Ralph W. Polson and Joan P. Polson

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 Thirteen Thousand and No/100 ----- Dollars, according to the terms of one certain note this day executed and delivered by the said Ralph W. Polson and Joan P. Polson to the said party 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 party of the second part its successors, 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 Parties of the First Part

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

Ralph W. Polson (SEAL)  
Joan P. Polson (SEAL)  
Joan P. Polson (SEAL)

STATE OF KANSAS,

Douglas County } as:

BE IT REMEMBERED, That on this 30th day of October A. D. 1962, before me, the undersigned, a Notary Public in and for said County and State, came Ralph W. Polson and Joan P. Polson

to me personally known to be the same persons 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

Jerry L. Vickers Notary Public  
Jerry L. Vickers

Recorded January 7, 1963 at 11:20 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 3 day of Feb. 1964.

Donald O. Nutt, Executive Vice President BALDWIN STATE BANK  
(Corp. Seal) Hale Steele, Cashier

Mortgagee. Owner.

This release was written on the original mortgage entered this 5 day of February 19 64

Hawley Beck  
Reg. of Deeds  
By Jerry L. Vickers  
Notary