

MORTGAGE

(No. 52A)

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83570 BOOK 133

THIS INDENTURE

Made this 9th day of March

A. D. 1963, between E. Lee Newman and Dorothy E. Newman, Husband and "ife

of _____, 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 Five Thousand 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 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:

Lots Twenty Three (23), Twenty Four (24), and Twenty Five (25)
All on Fifth Street, Baldwin City, Kansas.

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

And the said E. Lee Newman and Dorothy E. Newman, Husband and "ife 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 Five Thousand Eight Hundred and No/100- - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said E. Lee Newman and Dorothy E. Newman 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 in 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

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

E. Lee Newman (SEAL)
E. Lee Newman (SEAL)
Dorothy E. Newman (SEAL)
Dorothy E. Newman (SEAL)

STATE OF KANSAS,

Douglas

County } as:

BE IT REMEMBERED, That on this 9th day of March A. D. 1963

before me, the undersigned a Notary Public

in and for said County and State, came E. Lee Newman and

Dorothy E. Newman, 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 March 8, 1966

Donald O. Nutt Notary Public

Recorded March 13, 1963 at 2:20 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 15 day of June 1970

Donald O. Nutt, President

(Corp. Seal)

Baldwin State Bank

Hale Steele, V P & Cashier Mortgagee.

This release
was written
on the original
mortgage
dated
June 17, 1970
by
James Beem
Reg. of Deeds