

Reg. No. 18,519
Fee Paid \$10.00

MORTGAGE

(No. 52A)

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83774 BOOK 133

THIS INDENTURE

Made this 2nd day of April

A. D. 19 63, between Daniel L. Hallmark and Donna L. Hallmark

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand & 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 part y 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 Numbered One Hundred Three (103) and One Hundred Five (105) on Elm Street, in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.And the said Daniel L. and Donna L. Hallmarkdo 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 Four Thousand & No/100- Dollars, according to the terms of one certain note this day executed and delivered by the said Parties of the First part to the said part y 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 part y of the second part 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 part making such sale, on demand to said heirs and assigns

In Witness Whereof, The said part ies 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

Daniel L. Hallmark (SEAL)
Donna L. Hallmark (SEAL)
Donna L. Hallmark (SEAL)

STATE OF KANSAS,

Douglas

County } ss:



BE IT REMEMBERED, That on this 2nd day of April A. D. 19 63 before me, Hale Steele a Notary Public in and for said County and State, came Daniel L. Hallmark and Donna L. Hallmark

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 December 12 19 63 Hale Steele Notary Public

Recorded April 3, 1963 at 9:35 A.M.

RELEASE

Harold A. Beck Register of Deeds

This release was written on the original mortgage.

this 4 day of October 19 65

James Beam
Reg. of Deeds
By: [Signature]
Deputy

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 1st day of Oct. 1965

(Corp. Seal)

Donald C. Nutt, Exec. Vice President

The Baldwin State Bank
Mortgagee, Owner.
Hale Steele, Cashier