

## MORTGAGE

(No. 52A)

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BOOK 133 83846

## THIS INDENTURE

Made this 8th day of April

A. D. 19 63, between Milo W. Story and Florence Letha Story, husband and wife

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

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One 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 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 Innety (90) feet of Lots 120, 122, 124, 126 and 128 and that portion vacated Dearborn Street adjacent there to per City Ordinance No. 462

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

And the said Milo W. Story and Florence Letha Story, husband and wife

do hereby covenant and agree that at the delivery hereof they have 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 One Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Milo W. Story and Florence Letha Story, husband and wife to the said party of the second part The Baldwin State Bank

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

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

Milo W. Story (SEAL)

Milo W. Story (SEAL)

Florence Letha Story (SEAL)

Florence Letha Story (SEAL)

## STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 8th day of April A. D. 19 63

before me, the undersigned a Notary Public

in and for said County and State, came Milo W. Story and Florence

Alta Story, 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.

March 8, 1966

Donald O. Nutt Notary Public

My Commission expires

This release was written on the original mortgage shared this 25 day of October 19 63

Harold A. Beck  
Reg. of Deeds  
By: Yonnie Reem

Recorded April 11, 1963 at 9:40 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 22 day of Oct. 1963.

BALDWIN STATE BANK

Donald O. Nutt, Exec. Vice Pres.

Mortgagee. Owner.

Hale Steele, Cashier  
(Corp. Seal)