

## MORTGAGE

(No. 52A)

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84799

BOOK 134

## THIS INDENTURE

Made this 8th day of July

A. D. 1963, between Martha Russell, a widow

of Baldwin, 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 party of the first part, in consideration of the sum of Four Thousand and No/100- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has 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 numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12,  
In Block 86 all in the old town of Palmyra, now Baldwin City, Kansas.

All of Lots Nos. 1 through 12 in Block No. 92, Baldwin City, Kansas.  
Twelve

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

And the said Martha Russell

do hereby covenant and agree that at the delivery hereof she is 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 and No/100- Dollars, according to the terms of one certain note this day executed and delivered by the said Martha Russell to the said party of the second part The Baldwin State Bank Baldwin City, 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 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 Martha Russell

heirs and assigns

In Witness Whereof, The said party of the first part has hereunto set her

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Martha Russell (SEAL)  
Martha Russell (SEAL)  
(SEAL)  
(SEAL)

## STATE OF KANSAS,

Douglas County } as:

BE IT REMEMBERED, That on this 8th day of July A. D. 1963, before me, the undersigned a Notary Public in and for said County and State, came Martha Russell

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 May 22 1965 Notary Public  
Jerry L. Vickers



This release  
was written  
on the original  
mortgage  
entered  
file 11th day  
of May  
1965

James D. Beck  
Reg. of Deeds  
By Sheri Neusteter  
Deputy

Recorded July 10, 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 10 day of May 1965.

Donald O. Nutt,  
Exec. V. Pres. (Corp Seal)

The Baldwin State Bank  
Hale Steele, Cashier

Harold D. Beck Register of Deeds