

With release of the debt secured thereby, and authorize the holder of this mortgage to enter the discharge of this mortgage of record. Interest is 1 year at 10%.

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the holder of this mortgage to enter the discharge of this mortgage of record. Interest is 1 year at 10%.

Janice Beem
Reg. of Deeds
By *Janice Beem*
Deny

MORTGAGE

(No. 52A)

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85083 BOOK 135

THIS INDENTURE

Made this 1st day of August

A. D. 1963, between Eugene Kalb and Dolores Kalb, his 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

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixty Six 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 parties of the second part their 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 Half of Lots 41, 42 and 43 on Ames Street
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 Eugene Kalb and Dolores Kalb, his wife 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 Sixty Six Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Eugene Kalb and Dolores Kalb, his wife to the said parties 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 parties of the second part, its administrators, executors, 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 parties 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 seals the day and year first above written.

Signed, Sealed and delivered in presence of:

Eugene Kalb (SEAL)
Eugene Kalb (SEAL)
Dolores Kalb (SEAL)
Dolores Kalb (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 1st day of August A. D. 1963 before me, the undersigned a Notary Public in and for said County and State, came Eugene Kalb and Dolores Kalb, his 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 May 22, 1965 Notary Public
Jerry L. Vickers

Harold A. Bick
By Janice Beem, Deputy