

MORTGAGE

(No. 52A)

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85762 BOOK 135

THIS INDENTURE Made this 030 day of September

A. D. 1963, between William F. Guenther and Ruth L. Guenther, 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

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Seven Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part ies of the second part its 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:

Lots 34, 35 and 36 on Sixth Street,
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 William F. Guenther and Ruth L. Guenther, 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 Seven Thousand and no/100 - - - - - Dollars, according to the terms of one certain Note this day executed and delivered by the said William F. Guenther and Ruth L. Guenther, his wife to the said part y 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 part ies of the second part its heirs 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 ies making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

William F. Guenther (SEAL)

William F. Guenther (SEAL)

Ruth L. Guenther (SEAL)

Ruth L. Guenther (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 30 day of September A. D. 1963

before me, the undersigned a Notary Publicin and for said County and State, came William F. Guenther andRuth L. Guenther, 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.

March 8, 1966

Donald O. Nutt Notary Public

Donald O. Nutt

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 5 day of July 1968.

Donald O. Nutt, President (Corp. Seal)

Baldwin State Bank
Hale Steele V.P. & Cashier
Mortgagee. Owner.

This release
was written
in the original
mortgage
entered
the 8 day
of July
1968

Janice Rasm
Reg. of Deeds

by Janice Rasm
Deputy