

## MORTGAGE

(No. 52A)

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85970

BOOK 135

## THIS INDENTURE Made this 22 day of October

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 Two Thousand Four 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 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:

The North Ninety (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 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 Two Thousand Four Hundred 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

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 here by granted, or any part thereof, in the manner prescribed by law; and out of all 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 over plus, 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 parties of the first part have hereunto set their hand 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 22 day of October A. D. 1963 before me, the undersigned a Notary Public in and for said County and State, came Milo W. Story and Florence Letha 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.

My Commission expires May 22 19 65

Jerry L. Vickers Notary Public  
 Jerry L. Vickers

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 Feb. 1968.

Donald O. Nutt, President

(Corp. Seal)

Baldwin State Bank Mortgagee.  
 Hale Steele, Cashier Owner.

RECEIVED  
 FEB 10 1968  
 DEEDS  
 OFFICE  
 JERRY L. VICKERS  
 NOTARY PUBLIC