

Reg. No. 19,175
Fee Paid \$14.75

MORTGAGE

(No. 52A)

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86515 BOOK 136

THIS INDENTURE Made this 23rd day of December

A. D. 1963, between Euel Sam Gurley and Elva M. Gurley, 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 parties of the first part, in consideration of the sum of Fifty Eight Hundred Ninety-four and 48/100 - - - - - 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 South Half (S $\frac{1}{2}$) of Lot Seventy-one (71) on Elm 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 parties of the first part

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 Fifty Eight Hundred Ninety-four and 48/100 Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part 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 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

Euel Sam Gurley (SEAL)
Euel Sam Gurley (SEAL)
Elva M. Gurley (SEAL)
Elva M. Gurley (SEAL)

STATE OF KANSAS,

Douglas

County ss:



BE IT REMEMBERED, That on this 23rd day of December A. D. 1963 before me, the undersigned a Notary Public in and for said County and State, came Euel Sam Gurley and Elva M. Gurley, his wife ~~Elva M. Gurley~~ 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 12/12/1967

Hale Steele

Notary Public

This release was written on the original mortgage entered this 23rd day of December 1963
James B. Breen
Reg. of Deeds
Deputy

December 26, 1963 at 11:00 A. M.

RECEIVED

James B. Breen Register of Deeds

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.

(Corp. Seal)

Dated this 30 day of July 1971
Baldwin State Bank, Baldwin City, Kansas
Donald F. Nutt, President
Mortgagee. Owner.