

MORTGAGE

(No. 52A)

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86599 BOOK 136

THIS INDENTURE

Made this 14th day of January

A. D. 1964, between Billy G. Toler and Sara A. Toler, 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

Witnesseth, That the said parties of the second part, of the first part, in consideration of the sum of Nine Thousand Eight 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 part Y 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: Beginning at the Northwest corner of the Northeast Quarter of Section Nine (9), Township Fifteen (15), Range Twenty (20), Douglas County, Kansas; thence South 100 rods; thence East 80 rods; thence North 20 rods; thence East 17 rods; thence North 30 rods; thence West 20 rods; thence North 50 rods; thence West 77 rods to the place of beginning, containing 52.25 acres, more or less, less the following described tract: Beginning at a point 83 rods West of the Northeast corner of the Northeast Quarter of Section 9, Township 15, Range 20, thence South 60 rods, thence East 3 rods, thence South 20 rods, thence West 15 rods, thence North 2 rods, thence East 10 rods, thence North 98 rods, thence East to point of beginning, containing 1.75 acres, more or less, said last described tract being located in the City of Baldwin City, Kansas, and said first described tract being located in the County of Douglas, State of Kansas, and said first described tract with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Billy G. Toler and Sara A. Toler, husband and wife do hereby covenant and agree that at the delivery hereof they 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 Nine Thousand Eight Hundred and No/100- - - - - Dollars, according to the terms of ONE certain Note this day executed and delivered by the said Billy G. Toler and Sara A. Toler, Husband and Wife to the said part Y of the second part The Baldwin State Bank, Baldwin City, Kansas

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 be due and payable, and it shall be lawful for the said part of the second part executors, 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 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

Billy G. Toler (SEAL)
Sara A. Toler (SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 14th day of January A. D. 1964 before me, the undersigned a Notary Public in and for said County and State, came Billy G. Toler and Sara A. Toler 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 1965

Jerry L. Vickers Notary Public

recorded January 8, 1964 at 10:45 A.M.

RELEASE

Barclay A. Hox 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.

Dated this 16 day of Nov. 1967
Baldwin State Bank, Baldwin City, Kansas
Hale Steele, Cashier Mortgagee. Owner.

Donald O. Nutt, President
(Corp. Seal)

17
of November
James B. Nutt
By: Sue Nutt
Deputy