

MORTGAGE

(No. 52A)

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87124

BOOK 136

THIS INDENTURE

Made this 30th day of January

A. D. 19 64, between Carl E. Wise and Blanche Wise, 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 1st of the first part, in consideration of the sum of Six Thousand 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 2nd 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:

All of Lots 178 and 180 on High Street and
lots 205 and 207 on Indiana St. Hogan's
addition to the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.

And the said Carl E. Wise and Blanche Wise, 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 Except a first mortgage in favor of the Baldwin State Bank dated in December, 1963 in the amount of \$2,000.00

This grant is intended as a mortgage to secure the payment of Six Thousand and no/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 part 2nd 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 part 2nd 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 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 1st making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said part 1st 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

Carl E. Wise (SEAL)
Blanche Wise (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 30th day of January A. D. 19 64 before me, the undersigned a Notary Public in and for said County and State, came Carl E. Wise and Blanche Wise, 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 3/8/19 66 Donald O. Nutt Notary Public

recorded March 2, 1964 at 10:10 A.M.

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 13 day of Oct 1964.

Donald O. Nutt, Exec. Vice President
(Corp. Seal)

Baldwin State Bank
Hale Steele, Cashier Mortgagee. Owner.

This release was written on the original mortgage and filed in the Reg. of Deeds on 14 Oct 64 by Donald O. Nutt