

MORTGAGE

(No. 52A)

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88964

BOOK 138

THIS INDENTURE

Made this 31st day of July

A. D. 19 63, between Patrick Thomas Howard and Janet G. Howard, his wife

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

Witnesseth, That the said part ies of the first part, in consideration of the sum of Two Thousand & 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:

Lots one (1), Two (2), Three (3), Four (4), Five (5) and Six (6), in Block Eighty Four (84) Palmyra, now a part of 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 Parties of the first part 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 & No/100- Dollars, according to the terms of one certain Note this day executed and delivered by the said Patrick Thomas Howard and Janet G. Howard to the said part y 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 y 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 part ies of the first part ha ve hereunto set their hands and seal 5 the day and year first above written.

Signed, Sealed and delivered in presence of

Patrick Thomas Howard (SEAL)
Janet G. Howard (SEAL)
Janet G. Howard (SEAL)

STATE OF KANSAS, subscribedDouglas County

BE IT REMEMBERED, That on this 31st day of July A. D. 1963

before me, Hale Steele a Notary Public
in and for said County and State, came Patrick Thomas Howard
and Janet G. Howard

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 December 12 1963

Hale Steele Notary Public

Recorded August 14, 1964 at 11:25 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 31 day of May 1967

Donald O. Nutt, President
(Corp Seal)

Baldwin State Bank Hale Steele Cashier
Mortgagee. Owner.

Was released
written
on the original
mortgage
agreed
this 31st day
of June
1967

Janet Baer
Reg. of Deeds

Discharge