

MORTGAGE

(No. 52A)

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89632 BOOK 139

THIS INDENTURE

Made this 9th day of October

A. D. 1964, between Woodrow T. Sturdy and Helen Sturdy

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 parties of the first part, in consideration of the sum of Five 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 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 East Half of the Northeast Quarter of Section Twenty Three (23) Township Fourteen (14), Range Twenty (20), Douglas County, Kansas.

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

And the said Woodrow T. Sturdy and Helen Sturdy

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 Five Thousand & 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 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 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 in 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 party of the first part

their 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

Woodrow T. Sturdy (SEAL)  
Woodrow T. Sturdy (SEAL)  
Helen Sturdy (SEAL)  
Helen Sturdy (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 9th day of October A. D. 1964 before me, Hale Steele a Notary Public in and for said County and State, came Woodrow Sturdy and Helen Sturdy

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.

December 12 1967 Notary Public

Recorded October 15, 1964 at 10:35 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 7 day of Apr 1969.

(Corp. Seal)  
Carl A. Butell, Vice President

Baldwin State Bank  
Hale Steele, Vice President & Cashier  
Mortgagee, Owner.

This release was written on the original mortgage entered April 8, 1969  
Hale Steele  
Register of Deeds