

MORTGAGE

(No. 12A)

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89743 BOOK 139

THIS INDENTURE Made this 14th day of September
A. D. 19 64, between The Trustees of the First Methodist Episcopal Church, A Corporation

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

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Ten 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 Y of the second part its subsequent 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 West 20 Feet of the North $\frac{1}{2}$ of Lot 1 and all of
Lots J, K and L on Grove Street in the City of Baldwin
City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part iss 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 Ten 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 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 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 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 hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of

Wilson Counts, President-Chairman (SEAL)

Floyd R. Smith, Vice Chairman (SEAL)

E. V. Wood, Treasurer (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 14th day of September A. D. 19 64 before me, Hale Steele a Notary Public

in and for said County and State, came Wilson Counts,
Floyd R. Smith & E. V. Wood

to me personally known to be the same persons 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 1967

Notary Public

Recorded October 28, 1964 at 10:25 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 1st day of Feb. 1966

The Baldwin State Bank

Donald C. Nutt, President Hale Steele, Cashier Mortgages. Owner.
(Corp Seal)

This release was written on the original mortgage.
Filed day of February 1966
Vernie Beem
Reg. of Deeds