

## MORTGAGE

(No. 22A)

The Outback Printers, Publishers of Legal Blanks, Lawrence, Kansas

924 BOOK 140

## THIS INDENTURE

Made this 15 day of April

A. D. 19 65, between Byrl C. Denney and Ella I. Denney, 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 Five 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:

The West 30 feet of Lot One Hundred Thirteen (113), and the East Half of Lot One Hundred Sixteen (116), on Indiana Street, in the City of Baldwin City, in Douglas County, 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 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 Five 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 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 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

*Byrl C. Denney* (SEAL)  
Byrl C. Denney (SEAL)  
*Ella I. Denney* (SEAL)  
Ella I. Denney (SEAL)

STATE OF KANSAS,

Douglas

County ss:

BE IT REMEMBERED, That on this 15 day of April A. D. 19 65

before me, the undersigned a Notary Public

in and for said County and State, came Byrl C. Denney and

Ella I. Denney, his wife

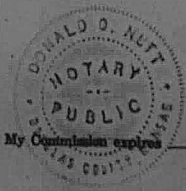
to me personally known to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

March 8, 19 66

*Donald O. Nutt* Notary Public  
Donald O. Nutt



This release was written on the original mortgage entered on the day of March 19 1966

*James Reem*  
Reg. of Deeds  
*Byrl C. Denney*  
Deputy

Recorded April 19, 1965 at 9:03 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 28 day of Mar 1966.

Donald O. Nutt, President (Corp. Seal)

Baldwin State Bank  
Hale Steele Cashier Mortgagee. Owner.