

## MORTGAGE

(No. 52A)

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

1013 BOOK 140

## THIS INDENTURE

Made this 23 day of April

A. D. 19 65, between Kenneth Schutz and Margie Schutz, 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 ies of the first part, in consideration of the sum of Fifty Five Hundred Seventy and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said parties of the second part their 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 East Half of the Northwest Quarter of Section Seventeen (17),  
Township Fourteen (14), Range Twenty (20)

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

And the said Kenneth Schutz and Margie Schutz, 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

This grant is intended as a mortgage to secure the payment of Fifty Five Hundred Seventy and no/100 -- Dollars, according to the terms of one certain note this day executed and delivered by the said the 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 ies 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 part ies 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  
hand s and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Kenneth Schutz (SEAL)  
Kenneth Schutz (SEAL)  
Margie Schutz (SEAL)  
Margie Schutz (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 23 day of April A. D. 19 65  
before me, the undersigned a Notary Public

in and for said County and State, came Kenneth Schutz and Margie Schutz, 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, 1966

Donald O. Nutt

Notary Public

This receipt  
is to be  
on the original  
Mortgage  
entered  
day  
of May  
1965  
James B. Bann  
Reg. of Deeds

Recorded April 28, 1965 at 10:50 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 May 1965  
Donald O. Nutt, President  
(Corp. Seal)

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

James B. Bann Register of Deeds