

Reg. No. 869
Fee Paid \$15.00

MORTGAGE BOOK 112 3414 (Sta. 32A) The Outlook Printer, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture

Made this 21 day of November
A. D. 1965, between Chester McMillen and Audra M. McMillen,
husband and wifeof 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 parties of the first part, in consideration of the sum of Six Thousand and no/100 ----- DOLLARS, in 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 of the second part its successors, 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:

Lots Numbered Fifty (50), Fifty-one (51) and Fifty-two (52) on Asas Street, in the City of Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Chester McMillen and Audra M. McMillen, husband and 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 Six 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 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 successors, heirs 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 surplus, 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

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 21 day of November A. D. 1965

before me, Donald O. Nutt, a Notary Public

in and for said County and State, came Chester McMillen and Audra M. McMillen, husband and 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

Recorded November 29, 1965 at 8:53 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 19 day of June 1971

(Corp. Seal)

Baldwin State Bank, Baldwin City, Kansas
Donald O. Nutt, President Mortgagee.
Owner.

This release was written on the original mortgage and filed this 21 day of November 1965
Janice Beem
Reg. of Deeds