

MORTGAGE BOOK 112 3467 (Pls. 52A) The Outlook Printer, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture;

Made this 1st day of December A. D. 1965, between Dean E. Martin, Lawful Attorney-in-Fact for Martha E. Russell, a single person, power of Attorney Dated September 22, 1965.

of Princeton in the County of Franklin 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 Y of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and Mortgage to the said part Y 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:

Lot Number Twelve (12) in Block Ninety-two (92) in that part of the City of Baldwin City, formerly known as Palmyra.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof that he is 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 Two Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part Y of the second part The Baldwin State Bank, Baldwin City, Kansas

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 Y of the second part its 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 part Y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Dean E. Martin (SEAL)  
Dean E. Martin (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 1st day of December A. D. 1965

before me, the undersigned a Notary Public

In and for said County and State, came Dean E. Martin, Lawful Attorney-in-Fact for Martha E. Russell, a single woman

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 December 2, 1965 at 10:30 A.M.

RELEASE

Janice Beem Register of Deeds

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 2 day of October 1967.

Donald O. Nutt, President

(Corp. Seal)

Baldwin State Bank

Hale Steele, Cashier Mortgagee.

Owner.

This release was written on the original mortgage returned day of October 1967  
Janice Beem  
Reg. of Deeds