

Reg. No. 1,030
Fee Paid \$10.00

MORTGAGE

4093 BOOK 112

(No. 52A)

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

THIS INDENTURE Made this 23 day of June
A. D. 19 65, between Eugene Deay, a single man

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 Y of the first part, in consideration of the sum of Four Thousand and no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he is sold and by these presents do as 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:

The West half of the Northeast Quarter (NE $\frac{1}{4}$) of
Section Twenty-three (23), Township Fourteen (14),
Range Twenty (20), in Douglas County, Kansas

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

And the said Eugene Deay, a single man

do SE hereby covenant and agree that at the delivery hereof 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 Four Thousand and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Eugene Deay, a single man to the said part Y of the second part The Baldwin State Bank

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment 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 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 party Y of the first part have hereunto set their

hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Eugene Deay (SEAL)
Eugene Deay (SEAL)
Eugene Deay (SEAL)
Eugene Deay (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 23 day of June A. D. 19 65
before me, the undersigned a Notary Public
in and for said County and State, came Eugene Deay, a single man

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.

3/8/ 19 65

Donald O. Nutt Notary Public



Recorded February 9, 1966 at 9:45 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 4 day of Jan 1971 Baldwin State Bank, Baldwin City, Kansas.

Donald O. Nutt President

(Corp. Seal)

Carl A. Butell Vice President Mortgagee. Owner.

This release was written on the original mortgage entered this 5th day of January 1971. Janice Beem Reg. of Deeds Deputy