

Reg. No. 617
Fee Paid \$16.25

MORTGAGE

(No. 52A)

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2497

BOOK 141

THIS INDENTURE

Made this 1st day of September

A. D. 19 65, between Harold E. Ballew and Phyllis E. Ballew, 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 Sixty Five Hundred 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 Y 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 North Half of Lots, 41, 42 and 43 on Ames Street,
Baldwin City, 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 Harold E. Ballew and Phyllis E. Ballew, 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 Sixty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Harold E. Ballew and Phyllis E. Ballew, his wife 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 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 Y 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

Harold E. Ballew (SEAL)
Harold E. Ballew (SEAL)
Phyllis E. Ballew (SEAL)
Phyllis E. Ballew (SEAL)

STATE OF KANSAS,

Douglas County ss:

BE IT REMEMBERED, That on this 1st day of September A. D. 19 65 before me, the undersigned a Notary Public in and for said County and State, came Harold E. Ballew and Phyllis E. Ballew, 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

This release
was written
on the original
mortgage entered
this 2nd day
of October
19 69
Hanna Ballew
Reg. of Deeds

Recorded September 7, 1965 at 8:37 A.M.

RELEASE

James 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 1 day of Oct 1969 Baldwin State Bank, Baldwin City, Kansas
(Corp. Seal) Donald O. Nutt, President Hale Steele, V.P. & Cashier Mortgagee. Owner.