

Reg. No. 706
Fee Paid \$3.75

2839
BOOK 111
The Public Printer, Publisher of Legal Forms, Lawrence, Kansas

This Indenture, Made this 1st day of October

A. D. 1965, between Wilbur C. Turner and Eunice K. Turner, 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 Fifteen Hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he, he sold and by these presents do grant, bargain, sell and Mortgage in the said part 1st 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:

Lots Numbered One Hundred Three (103) and One Hundred Five (105)
on Elm Street, in the City of 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 Wilbur C. Turner and Eunice K. Turner, 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 defendable estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Fifteen Hundred 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 2d 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 party 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 party making such sale, on demand to said heirs and assigns.

In Witness Whereof, The said part 1st of the first part has hereunto set their

hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Wilbur C. Turner (SEAL)
Eunice K. Turner (SEAL)
Eunice K. Turner (SEAL)

STATE OF KANSAS,

Douglas County

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

before me, the undersigned a Notary Public

in and for said County and State, came Wilbur C. Turner and Eunice K. Turner, his wife

to me personally known to be the same persons 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 1/1/66 1966 Donald O. Witt Notary Public

ES release
written
on the original
mortgage
entered
this 16th day
of September
1974

James Beem
Notary of Deeds

Recorded October 4, 1965 at 9:10 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 15th day of September 1970

Carl A. Butell, Vice President
(Corp. Seal)

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