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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 30th day of July 1971  
Baldwin State Bank  
Donald O. Nutt, President  
Mortgagee. Owner. Reg. No. 1,254  
Fee Paid \$17.50

(Corp. Seal)

This release was written on the original mortgage entered this 30th day of July 1971  
James Beem  
Reg. of Deeds

MORTGAGE 5034 BOOK 143 (No. 82A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 13th day of May A. D. 1966, between Billy A. Whitney and Mildred I. Whitney, 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 parties of the first part, in consideration of the sum of Seven Thousand 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 party 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:

Lot Number Eighty Eight (88) and the East Eight (E8) feet of lot Number Eighty Nine (89) on High Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Billy A. Whitney and Mildred I. Whitney, 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 Seven Thousand and no/100 - - - - - Dollars, according to the terms of one certain note this day executed and delivered by the said Billy A. Whitney and Mildred I. Whitney, his wife to the said party of the second part The Baldwin State Bank Baldwin City, Kansas

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 parties 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  
STATE OF KANSAS,  
Douglas County, ss:  
Billy A. Whitney (SEAL)  
Billy A. Whitney (SEAL)  
Mildred I. Whitney (SEAL)  
Mildred I. Whitney (SEAL)

BE IT REMEMBERED, That on this 13 day of May A. D. 1966 before me, the undersigned a Notary Public in and for said County and State, came Billy A. Whitney and Mildred I. Whitney, 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 March 8, 1970  
Donald O. Nutt Notary Public

