

MORTGAGE

BOOK 144 5683

(No. 32A)

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# This Indenture,

Made this 15th day of July  
A. D. 1966, between Robert L. Harvey and Florence M. Harvey, husband and wife

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 Seventeen 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 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 45 feet of Lot Ninety-three (93)  
on Jersey Street, in 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 parties of the first part 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 Seventeen 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 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 of the second part its executors, 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 parties of the first part have hereunto set their hand S and seals the day and year first above written.  
Signed, Sealed and delivered in presence of

Robert L. Harvey (SEAL)  
Robert L. Harvey (SEAL)  
Florence M. Harvey (SEAL)  
Florence M. Harvey (SEAL)

STATE OF KANSAS,  
Douglas County

BE IT REMEMBERED, That on this 15 day of July A. D. 1966 before me, the undersigned, a Notary Public in and for said County and State, came Robert L. Harvey and Florence M. Harvey, husband and 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, 1970  
Donald O. Nutt Notary Public

Recorded July 21, 1966 at 10:32 A.M.

Janice Beem Register of Deeds  
By Blue Nowitzky Deputy

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 10th day of March 1967  
Carl A. Butell, Vice President (Corp Seal)

Baldwin State Bank  
Hale Steele, Cashier  
Mortgagee. Owner.

on the original  
March 13  
1967  
Janice Beem  
Reg. of Deeds