

MORTGAGE

5915

BOOK 144

(No. 52A)

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## This Indenture,

Made this

27th

day of

July

A. D. 1966

between

Duane B. Hayes and Dorothy M. Hayes, husband and wife

of Baldwin City

in the County of Douglas

and State of Kansas

of the first part, and

The Baldwin State Bank

of the second part.

Witnesseth, That the said part ies of the first part, in consideration of the sum of Four Thousand Five Hundred & No/100- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 West 15 feet of Lot One Hundred Thirty (130), and all of Lots Nos. One Hundred Thirty Two (132), One Hundred Thirty Four (134), and One Hundred Thirty Six (136) on Jersey Street in the City of Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Duane B. Hayes and Dorothy M. Hayes

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 Four Thousand Five Hundred & No/100- Dollars, according to the terms of One certain Note this day executed and delivered by the said Duane B. Hayes and Dorothy M. Hayes to the said part y of the second part

as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or due and payable, and it shall be lawful for the said part y 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 y making such sale, on demand to said

Parties of the First, their

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seal S the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 27th day of July A. D. 1966before me, Hale Steele a Notary Publicin and for said County and State, came Duane B. Hayes and Dorothy M. Hayes

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 Dec 12 1967

Notary Public

This release was written on the original mortgage entered this 17th day of March 1971.....  
James Bean  
 Reg. of Deeds  
 Deputy

Recorded August 9, 1966 at 4:03 P.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 16 day of March, 1971.

Donald O. Nutt, President

(Corp. Seal)

Baldwin State Bank

Carl A. Butell, V. Pres. & Cashier  
 Mortgagee. Owner.