

451

Reg. No. 1,997
Fee Paid \$20.00

MORTGAGE BOOK 146 (No. 32A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this May 15th day of May

A. D. 1967, between Warren Schmidt & Helen F. Schmidt, husband & 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 Eight Thousand & 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 ies 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 SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22 also one acre off the South side of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of ~~XXXXXX~~ Section 22 all in Township 14, Range 20; also

Beginning at a point 2 rods North of the center of the Northeast Quarter of Sec. 22, Township 14, Range 20 and 272 feet West thereof for a point of beginning; thence North 214 feet to a stone, thence North 42 degrees 5 minutes East 405 $\frac{3}{4}$ feet to a stone, thence due North to a point 40 rods South of the North line of said Northeast Quarter Section 22, thence due West 2 rods, thence due North 40 rods to the North line of said Northeast Quarter of Section 22, thence West 78 rods to the Northwest corner of said Northeast Quarter of Section 22, thence South 78 rods, thence East 1108 feet more or less to the point of beginning, containing 36.23 acres more or less, in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Warren Schmidt and Helen F. Schmidt 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 Eight Thousand & No/100- Dollars, according to the terms of one certain Note this day executed and delivered by the said Warren Schmidt & Helen F. Schmidt 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 ies of the second part 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

In Witness Whereof, The said part ies of the first part ha VE hereunto set their hand & seal & the day and year first above written.

Signed, Sealed and delivered in presence of

Warren Schmidt (SEAL)
Warren Schmidt (SEAL)
Helen F. Schmidt (SEAL)
Helen F. Schmidt (SEAL)

STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 15 day of May, A. D. 1967

before me, Hale Steele, a Notary Public

in and for said County and State, came Warren Schmidt and

Helen F. Schmidt

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 December 12, 1967

Notary Public

Recorded May 26, 1967 at 11:44 A.M.

James Beem Register of Deeds
By Hue Houtstetter 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 15th day of January 1968

Baldwin State Bank Hale Steele, V.P. & Cashier
Mortgagee.

Donald O. Nutt, President
(Corp. Seal)

This release was written on the original mortgage entered this 30th day of January 1968
James Beem
Reg. of Deeds