

MORTGAGE

9525

BOOK 147 (No. 22A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 1st day of July

A. D. 1967, between Donald F. Shay and Viola V. Shay, 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 Ten 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 parties 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 South 81 feet of Lot One Hundred Seven (107) and the South 81 feet of the East 35 feet of Lot One Hundred Nine (109) on the North side of High Street, in Baldwin City, Kansas

And

All of Lots Sixty (60), Sixty-two (62), Sixty-four (64) and Sixty-six (66) on Dearborn 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 Ten Thousand 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 parties 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 parties 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 parties making such sale, on demand to said

heirs and assigns

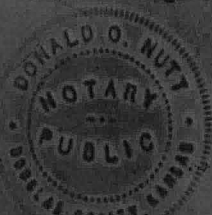
In Witness Whereof, The said parties of the first part have hereunto set their

hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 1st day of July A. D. 1967

before me, Donald O. Nutt, the undersigned a Notary Public in and for said County and State, came Donald F. Shay and Viola V. Shay, his 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 3/8/70 19

Donald O. Nutt Notary Public

This release was written on the original mortgage

entered this 22 day of March 19 71

Jamie Beem Reg. of Deeds

Deputy

Recorded July 11, 1967 at 2:29 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 18th day of March 1971.

Carl A. Butell, V.P. & Cash

(Corp. Seal)

The Baldwin State Bank
Donald O. Nutt Pres.

Mortgagee. Owner.