

189

MORTGAGE BOOK 156 20468 (No. 52A) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

**This Indenture**, Made this 16th day of MarchA. D. 1970, between Billy J. Akeman and Luella J. Akeman,  
husband and wifeof 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 Twenty Three 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 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:

All that portion of Lots 14, 16, 18 on Baker Street and of lots 3, 5, 7, 9 and 11 on Chapel Street, lying South and West of the Right of Way of the State Highway, and also all of lots 13, 15, 17, 19 and 21 on Chapel Street, all in Baldwin City, Kansas.

Also all that portion of Lot Twenty (20) and Twenty-two (22) on Baker Street lying South of Highway No. 56, formerly known as Highway No. 50, Baldwin City, Kansas; including an easement of record as shown by that certain instrument recorded in Book 181, Page 448, in Register of Deeds office of said County, also subject to an easement recorded in Book 188 page 89 in Register of Deeds office of said County.

with all the appurtenances, and all the estate, title and interest of the said part 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 Twenty-three 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 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 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 part making such sale, on demand to said

heirs and assigns

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

hands and seal 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 16th day of March A. D. 1970

before me, the undersigned a Notary Public

in and for said County and State, came Billy J. Akeman and

Luella J. Akeman, 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 December 12, 1971

Hale Steele

Notary Public

This release was written on the original mortgage entered this 25th day of January 1971.  
Yanice Beem  
Reg. of Deeds  
Deputy



Recorded March 20, 1970 at 2:34 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 22nd day of January 1971.

Donald O. Nutt, President

(Corp. Seal)

Baldwin State Bank  
Carl A. Butell, V.P. & Cash.

Mortgagee.  
Owner.

Yanice Beem Register of Deeds