

**This Indenture,**

Made this 15 day of April A. D. 1970, between Delbert L. Eberhart and Peggy A. Eberhart, his wife

of Baldwin City, in the County of Douglas and State of Kansas of the first part, and Baldwin State Bank, Baldwin City, Kansas

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Eleven Hundred Ten 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 2nd of the second part its successors all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lots Numbers, Twenty-four (24), Twenty-six (26), Twenty-eight (28), Thirty (30) and Thirty-two (32) On Baker Street, in the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 no exceptions

This grant is intended as a mortgage to secure the payment of Eleven Hundred Ten 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 2nd 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 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 2nd of the second part its successors, administrators, 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 surplus, 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

*Delbert L. Eberhart* (SEAL)  
Delbert L. Eberhart (SEAL)  
*Peggy A. Eberhart* (SEAL)  
Peggy A. Eberhart (SEAL)

STATE OF KANSAS,

Douglas County



BE IT REMEMBERED, That on this 15 day of April A. D. 1970 before me, the undersigned a Notary Public in and for said County and State, came Delbert L. Eberhart and Peggy A. Eberhart, 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 3/8/1971

*Donald O. Nutt* Notary Public

Recorded April 21, 1970 at 9:31 A.M.

*Janice Beem* Register of Deeds

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 22 day of May 1970

Donald O. Nutt, President  
(Corp. Seal)

Baldwin State Bank, Baldwin City, Ks.  
Hale Steele, Cashier Mortgagee. Owner.

This release was written on the original mortgage entered this 21st day of May 1970  
*Janice Beem*  
Reg. of Deeds