

Reg. No. 5,727
Fee Paid \$2.00

NO. 25333

MORTGAGE-REAL ESTATE

P-15-2TV BOOK 160 25333

Hall Litho. Co., Inc., Topeka

NUMERICAL INDEX

REGISTRATION FEE

No. 5727

Indebtedness \$ 800.00 Fee \$2.00

Made this 4th day of June 1971

Register of Deeds, Douglas Co., Kansas

STATE OF KANSAS,

Douglas County, ss.

This instrument was filed for record on the 4th day of June 1971 at 10:01 o'clock A. M. and recorded in Book at page

Register of Deeds.

By Deputy.

FEES.

Registration fee, \$
Register of Deeds, for recording \$ 3.00

THIS INDENTURE, Made this 22nd day of December

1970, between Pete Turner and Pearl Turner, husband and wife

of Douglas County, in the State of Kansas as mortgagor, and

The Baldwin State Bank

of Douglas County, in the State of Kansas

as mortgagee is as follows:

In consideration of the sum of Eight Hundred & No/100 and 100 DOLLARS,

the receipt of which is hereby acknowledged, mortgagor hereby mortgages and warrants unto mortgagee, his/its heirs and assigns, all the following-described real estate situated in Douglas County, Kansas, to-wit,

Lot Forty Five (45) and Lot Forty Six (46) on Orange Street, and Lots Ninety (90) and Ninety Two (92) on Newton Street, all in the City of Baldwin City, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. Mortgagor hereby covenants and agrees that at the delivery of this instrument mortgagor is the lawful owner of said property, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except and that mortgagor will warrant and defend the same against all claims whatsoever.

Mortgagor agrees to pay all taxes assessed on said premises before any penalties or costs accrue thereon, and to keep said premises in good condition and repair and insured in favor of mortgagee in the sum of

in an insurance company satisfactory to mortgagee.

This mortgage is given to secure the payment of a note in the sum of \$ 800.00 to mortgagee, with interest, which shall be paid as follows:

\$30.00 per month including interest @ 2 1/2% on the unpaid balance.

NOW, if mortgagor shall pay or cause to be paid to mortgagee the above sum of money, together with the interest thereon, according to the terms and tenor of said note, then this mortgage shall be wholly discharged and void; and otherwise it shall remain in full force and effect. If said indebtedness, or any part thereof, or any interest thereon, is not paid when due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law due and payable, or if said insurance is not maintained by mortgagor, or if mortgagor does not maintain said property in good condition and repair, then the whole of said indebtedness, and interest thereon, shall become due and payable, at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises, and may foreclose this mortgage and pursue any other lawful action available to mortgagee.

Executed by mortgagor on the day and year first above written.

Mrs. Pearl Turner

Pete Turner

STATE OF KANSAS,

Douglas

COUNTY, ss.

BE IT REMEMBERED, That on this 22 day of December, 1970, before me, the undersigned, a

Pete Turner and Pearl Turner

who are personally known to me to be the same persons who executed the above mortgage, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(Seal) My commission expires Dec 12, 1971

Notary Public.

000243M 2-69 Rev. 3-69

Recorded June 4, 1971 at 10:01 A.M.

James Beem Register of Deeds

RELEASE

The indebtedness herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged and cancelled this 14th day of July, 1971.

Carl A. Butell, V. P. & Cashier
(Corp. Seal)

THE BALDWIN STATE BANK
Donald O. Nutt, President