

## MORTGAGE RECORD 72

 Exp. No. 402  
 Fee Paid \$1.00

FROM

Edward F. Kapelle et ux

Peoples State Bank Baldwin

STATE OF KANSAS, DOUGLAS COUNTY, ss.

 This instrument was filed for record on the 27 day of  
 Sept. A.D. 1929, At 5:45 P. M.

*Elmer C. Armstrong*  
 Register of Deeds.

By

Deputy.

 THIS INDENTURE, Made this 5th day of September in the year of our Lord nineteen hundred  
 twenty-nine between

Edward F. Kapelle and Louise Kapelle, husband and wife

 of Baldwin in the County of Douglas and State of Kansas  
 of the first part, and The Peoples State Bank, a corporation, of Baldwin Kansas

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of

Four Hundred and no/100

DOLLARS

 to them duly paid, the receipt of which is hereby acknowledged, he VE sold and by these presents do grant, bargain, sell and  
 Mortgage to the said part y. of the second part its 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 North Half of Lots Numbered Sixty-seven (67) and Sixty-nine (69) on Elm Street,  
 Baldwin, 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  
 mortgagors  
 do hereby covenant and agree that at the delivery hereof being 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 the sum of Four Hundred  
 one certain note Dollars, according to the terms of  
 Edward F. Kapelle and Louise Kapelle  
 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 y. of the second part its 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 cost and charges of making such sale, and the surplus,  
 if any there be, shall be paid by the part y. making such sale, on demand, to said  
 mortgagors their heirs and assigns

 IN WITNESS WHEREOF, The said part 1st. of the first part have hereunto set their hand and seal the day and year  
 first above written.

Signed, sealed and delivered in presence of

W. O. Gibbon

Edward F. Kapelle

(SEAL)

A. H. Mieser

Louise Kapelle

(SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 5th day of September

A. D. 1929 before me W. O. Gibbon

a Notary Public in and for said County and State,

came Edward F. Kapelle and Louise Kapelle, his wife

Legal Seal

My Commission expires

written July 22

19 33

W. O. Gibbon

Notary Public.

 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.  
 As Witness my hand, this 17th day of August A. D. 1930.

ATTEST:

W. O. Gibbon

Cashier

The Peoples State Bank

C. E. Holcombe Vice President

Coy. Sec.

 The following is endorsed on the original instrument.  
 The note herein described having been paid in full, this mortgage is hereby  
 released and the lien thereby created discharged.  
 As witness my hand this 17th day of August A.D. 1930.  
 W. O. Gibbon  
 Notary Public in and for said County and State.

 Recd. Sep. 5, 1931  
 Elmer C. Armstrong  
 Reg. of Deeds.

 This Release  
 was written  
 on the original  
 mortgage  
 entered  
 this 20th day  
 of Sept.  
 1929.

 W. O. Gibbon  
 Reg. of Deeds.