

MORTGAGE RECORD 72

553

SAWL DOORS WORTH STATIONERY, 70 KANSAS CITY MO 64108

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of Sept. A. D. 1932, at 4:10 P. M.

E. C. Ambrose

Register of Deeds.
Deputy.

Florence Waring and husband
TO

Peoples State Bank, Baldwin, Kansas

By

THIS INDENTURE, Made this 14th day of September in the year of our Lord nineteen hundred thirty-two between Florence Waring and L. W. Waring, her husband

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

of the second part.

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

One 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 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 South Half of Lots "G, H and I" on Grove Street, City of Baldwin City

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said grantors

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 the sum of \$1,000.00

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Florence Waring and L. W. Waring, her husband

to the said part y of the second part said loan being made of the purchase of the above described property

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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Florence Waring and L. W. Waring, her husband, 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 Florence Waring (SEAL)

W. C. Gibbon L. W. Waring (SEAL)

STATE OF KANSAS,

County of Douglas BE IT REMEMBERED, That on this 14th day of September

A. D. 1932 before me W. C. Gibbon a Notary Public in and for said County and State,

came Florence Waring and L. W. Waring, her husband

Legal Seal 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 July 22, 1933 W. C. Gibbon Notary Public.

RELEASE.

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 4th day of November A. D. 1936

ATTEST:

W. C. Gibbon
Cashier Corp. Seal.

The Peoples State Bank
By *C. E. Halcorn*
Vice President

This Release was written on the original Mortgage. Entered this 15 day of November 1936. *Harold A. Beck* Reg. of Deeds. *James Cantrell* Clerk