

MORTGAGE RECORD 72

FROM

Ronie Dery and wife

TO

The Baldwin State Bank

By

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24th day of Feb. A.D. 1933, At 9:50 : A.M.

E. B. Dandridge

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 29th day of December in the year of our Lord nineteen hundred Thirty Two between Ronie Dery and Nellie May Dery his wife

of Eudora in the County of Douglas and State of Kansas

of the first part, and The Baldwin State Bank

of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of \$ One Thousand

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 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 West Quarter (NW^{1/4}) of the North East quarter (NE^{1/4}) Section Nineteen (19) Township Fourteen (14) Range Twenty One (21) and The East Seventeen (17) acres of the East Thirty (30) acres of the South half (S²) of the South West quarter Section Eighteen (18) Township fourteen (14) Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ronie Dery and Nellie May Dery 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 One Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Ronie Dery and Nellie May Dery to the said part 2nd 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 2nd of the second part its SUCCESSORS 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 2nd of the second part making such sale, on demand, to said Ronie Dery and Nellie May Dery their heirs and assigns

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

Signed, sealed and delivered in presence of

Ronie Dery (SEAL)

Nellie May Dery (SEAL)

STATE OF KANSAS, } ss.

~~County of Douglas~~ } BE IT REMEMBERED, That on this 5 day of January A.D. 1933 before me W. M. Clark a Notary Public in and for said County and State, came Ronie Dery and Nellie May Dery his 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.

Legal Seal IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written May 15th 1935 W. M. Clark Notary Public.

My Commission expires

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 26th day of Nov. A. D. 1934.

ATTEST:

E. B. Dandridge

Baldwin State Bank

W. M. Clark, Notary Public

W. B. Butler, Clerk

Reg. No. 2475

File No. 157

This Release was written on the original Mortgage and entered this day of Nov. 1934.

E. B. Dandridge

Reg. of Deeds

County