

MORTGAGE RECORD 76

Reg. No. 2074
Fee Paid, \$ 2.75

FROM

Gilbert C. Morton and wife
TO

The Baldwin State Bank, Baldwin, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of
Feb. A. D. 1933, at 9:55 a.m. check. As. M.

E. S. Cawling

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 20 day of May in the year of our Lord, one thousand nine hundred and Thirty Two between Gilbert C. Morton and Maryetta Morton his wife

of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and The Baldwin State Bank, Baldwin, KansasWITNESSETH, That the said parties of the first part, in consideration of the sum of
Eleven Hundred and Fifty DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The East 1/2 of the Southeast 1/4 of Sec. 22 Twn. 14 Range 20 Eighty (80)
acres more or less, in Palmyra Township, Douglas County, State of Kansas

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the part of the second part to the extent of
interest. And in the event that said part of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Eleven Hundred and Fifty DOLLARS.according to the terms of the certain written obligation for the payment of said sum of money, executed on the 20 day of May 1932
and by the terms made payable to the part of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that saidparties of the first part shall fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof of any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part of the second partto take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part of the second part, on
demand, to the first part.It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and there to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last
above written.

Gilbert C. Morton (SEAL)

Maryetta Morton (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 20 day of May A. D. 1932, before me, a
Notary Public in the aforesaid County and State, came

Legal Gilbert C. Morton and Maryetta Morton, his wife

to me personally known to be the same person who executed the foregoing instrument 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 on the 20 day of Aug. 1932

C. E. Rutell Notary Public.

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 23 day of Nov. 1933

(Copy Seal)

Baldwin State Bank
J. O. Riggall Vice Pres
C. E. Rutell Cashier

Mortgage. Owner.

This Release
was written
on the original
Mortgage
entered
this 24 day
of Feb. 1933
at 9:55 a.m.
E. S. Cawling
Reg. of Deeds.