

MORTGAGE RECORD 82

The World Co., Lawrence, Kansas

 Recd. 2408
 Fee 122.75

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

 This instrument was filed for record on the 9th day of
 Aug. A. D. 1934, At 2:45 A. M.

Chas. E. Books
 Register of Deeds.

 Deputy.
 By:

 Daniel W. Torrey and wife
 TO

The Baldwin State Bank, Baldwin, Kansas

 THIS INDENTURE, Made this 11th day of June In the year of our Lord nineteen hundred
 Thirty Four between Daniel W. Torrey and Anna Torrey his wife

 of Baldwin In the County of Douglas and State of Kans.
 of the first part, and The Baldwin State Bank
 of Baldwin Kansas of the second part.

 WITNESSETH, That the said part 108 of the first part, in consideration of the sum of
 Two hundred Eighty Three 40/100 ----- 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 party of the second part its successors 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:

 Their undivided Three Fourths interest in
 The South One hundred acres of the South West quarter of Section Twenty Seven (27)
 Township Fourteen (14) Range Twenty (20)

 with all the appurtenances, and all the estate, title and interest of the said part 108 of the first part therein. And the said
 D. W. Torrey and Anna Torrey

 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 except a first mortgage to the
 same grantees as herein named

 This grant is intended as a mortgage to secure the payment of the sum of
 Two hundred Eighty Three 40/100 ----- Dollars, according to the terms of
 one certain note this day executed and delivered by the said
 D. W. Torrey and Anna Torrey

to the said party 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 con-
 veyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part
 its successors heirs 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 party making such sale, on demand, to said
 D. W. Torrey and Anna Torrey their heirs and assigns

 IN WITNESS WHEREOF, The said part 108 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 Daniel W. Torrey (SEAL)
 Anna Torrey (SEAL)

STATE OF KANSAS,

 County of Douglas County, ss. BE IT REMEMBERED, That on this 11 day of June
 A. D. 1934 before me, Chas. E. Books a Notary Public in and for said County and State,

 came Daniel W. Torrey & Anna Torrey 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.

My Commission expires A. D. 1937 Chas. E. Books 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 11th day of February A. D. 1935

 Attest: *The Baldwin State Bank*
Chas. E. Books
 Corp
 SEAL

 This Release
 was written
 on the original
 Mortgage
 and entered
 this 13 day
 of Feb. 1935

Harold R. Book
 Reg. of Deeds
 Deputy