

MORTGAGE RECORD 82

The World Co. Lawrenc, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of Jan., A. D. 1936. At 9:45 A. M.

*Edw. E. Condit*Register of Deeds.
Deputy.

The Baldwin State Bank:

By

THIS INDENTURE, Made this 10 day of January In the year of our Lord nineteen hundred Thirty Five between The Thorns and Rose Thorns, his wife

of Baldwin 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 parties of the first part, in consideration of the sum of Three Hundred and Fifty 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 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:

One and one-fourth acres, more or less, in the South East corner of the S. E. quarter of Section 33, Township 14, Range 10; Tract just north of the U. S. Church, with home, garage and other improvements.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said The Thorns and Rose Thorns 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 Three Hundred and Fifty Dollars, according to the terms of one certain note this day executed and delivered by the said The Thorns and Rose Thorns 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 conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part 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 party making such sale, on demand, to said heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

The Thorns (SEAL)

Rose Thorns (SEAL)

STATE OF KANSAS,

County of Douglas County ss. BE IT REMEMBERED, That on this 10 day of Jan. 1936 before me C. B. Butoll a Notary Public in and for said County and State, came The Thorns and Rose Thorns, 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 8-20-36 10 C. B. Butoll 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 15 day of May A. D. 1937.

Attest:

*(Corp. Seal)**Baldwin State Bank*
*Harry H. Barnett*This release was written on the original mortgage entered this 12 day of Jan. 1936. *Edw. E. Condit* Register of Deeds. Deputy.