

MORTGAGE RECORD 82

Receiving No. 3565

Reg. No. 901
Fee Paid \$2.50

The World Co. Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

December A. D., 1936 At 4:35 P. M.

Harold A. Clark
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 21st day of December in the year of our Lord nineteen hundred

thirty Six between Martha E. Caldwell and Fred B. Caldwell her husband

of Baldwin City in the County of Douglas and State of Kansas

of the first part, and The Baldwin State Bank of Baldwin City Kansas

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

One Thousand - \$ -

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 parties of the second part their 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:

- (1) Commencing at the North East Corner of Section Nine (9) Township fifteen (15) Range Twenty (20) thence West thirty five (35) rods Thence South Eighty (80) Rods, thence East Thirty five (35) rods, thence North Eighty (80) rods to place of beginning, lying immediately south of Baldwin City Douglas County, Kans. Also
- (2) The West half ($W\frac{1}{2}$) of the North West Quarter ($NW\frac{1}{4}$) of the North West Quarter ($NW\frac{1}{4}$) of Section Ten (10) Township fifteen (15) Range Twenty (20)

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

Martha E. Caldwell and Fred B. Caldwell

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

Martha E. Caldwell and Fred B. Caldwell

to the said parties 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 their 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said

Martha E. Caldwell and Fred B. Caldwell their heirs and assigns

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Martha E. Caldwell (SEAL)

Fred B. Caldwell (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 21 day of Dec 1936

before me W. M. Clark

a Notary Public in and for said County and State,

came Martha E. Caldwell and Fred B. Caldwell her husband

(SEAL)

to me personally known to be the same person who executed the foregoing instrument of writing 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 May 15 1939

W. M. Clark

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 18 day of June A. D. 1945

Attest:

Baldwin State Bank

C. B. Butler Cashier

This release was written on the original mortgage entered this 19 day of June 1945
Harold A. Clark
Reg. of Deeds