

MORTGAGE RECORD 87

3

Receiving No. 10019

The World Co., Lawrence, Kansas

FROM

Smith Leonard

TO

Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

May A.D. 1940, At 10:20 P.M.

Register of Deeds.

By Deputy.

Reg. No. 2266
Fee Paid \$1.50

THIS INDENTURE, Made this 3 day of May in the year of our Lord nineteen hundred forty between Smith Leonard a single man

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 part y of the first part, in consideration of the sum of \$ Six hundred fifty DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said part y 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 follow. to-wit:

Lots one hundred six (106) and one hundred eight (108) on Indiana Street, Baldwin City, County and State aforesaid.

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

do hereby covenant and agree that at the delivery hereof he is 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 six hundred fifty Dollars, according to the terms of three certain notes this day executed and delivered by the said

Smith Leonard

to the said part y of the second part \$100.00 due in one year \$100.00 due in two years and 450.00 due in three years with 6% per annum interest payable semi-annually.

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 y 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 overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Smith Leonard heirs and assigns

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of Smith Leonard (SEAL)

(SEAL)

STATE OF KANSAS,

DOUGLAS COUNTY

ss.

BE IT REMEMBERED, That on this 3rd day of May A.D. 1940 before me W. M. Clark a Notary Public in and for said County and State, came Smith Leonard

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

(SEAL) IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last above written.

My Commission expires May 15th. 1943 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 3rd day of June A.D. 1940

Attest:

The Baldwin State Bank
W. M. Clark Vice Pres

(Cof. Seal)

This Release was written on the original mortgage and entered on the day of June 1940
W. M. Clark
Reg. of Deeds.