

MORTGAGE RECORD 87

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

January A.D., 1942, At 9.55 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this second day of November in the year of our Lord nineteen hundred forty-one between

Eugene W. Deay, a single man

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

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

of the second part.

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

Fourteen hundred - - - - - DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do es 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 follows, to-wit:The southwest quarter (SW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section twenty-three (23), township fourteen (14), range twenty (20).

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

do es 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 indefensible estate of inheritance therein, free and clear of all incumbrances except none.

This grant is intended as a mortgage to secure the payment of the sum of fourteen hundred Dollars, according to the terms of

one certain note this day executed and delivered by the said party of the first part

to the said part Y 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 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 party making such sale, on demand, to said party of the first part 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 Eugene W. Deay (SEAL)

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas County, } BE IT REMEMBERED, That on this 2 day of Nov
A.D. 1941 before me C. B. Butell a Notary Public in and for said County and State,
came Eugene W. Deay, a single man

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 9-4-1944 C B Butell 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 31st day of Oct. A.D. 1944

Attest:

(Corp. Seal)

Baldwin State Bank
C. B. Butell CashierThis release
was written
on the original
mortgagethis 4 day
of December
1944*Harold A. Beck*
Reg. of Deeds