

Receiving No. 16130

MORTGAGE RECORD 87

Reg. No. 3234
Fee paid \$3.00

The World Co. Law Office, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

October A.D. 1942, At 10:35 A.M.

TO

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 17th day of October in the year of our Lord nineteen hundred forty-two between A. J. Wise and Ida E. Wise, his wife

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

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

party of the second part.

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

Twelve hundred and no/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 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:

Lots Number Four (4), Five (5) and the north half of Six (6), all on Fifth Street, Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. J. Wise and Ida E. Wise

do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Twelve hundred

Dollars, according to the terms of

one certain note this day executed and delivered by the said

A. J. Wise and Ida E. Wise

to the said party of the second part Payable \$100.00 each six (6) months with interest at 5%, with privilege granted of paying any multiple thereof

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 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 party 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 A. J. Wise and Ida E. Wise 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

A. J. Wise, M.D. (SEAL)

Ida E. Wise (SEAL)

STATE OF KANSAS,

ss.

DOUGLAS COUNTY

BE IT REMEMBERED, That on this 17th day of October

A.D. 1942 before me C. B. Butell

a Notary Public in and for said County and State,

came A. J. Wise and Ida E. Wise, his wife

to me personally known to be the same persons 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 Sept. 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 24 day of February A.D. 1943

Attest:

(C. B. Butell)

Baldwin State Bank
By C. B. Butell
Cashier

This Release was written on the original mortgage entered this day of February 1943
Reg. of Deeds.