

Receiving No. 16257

MORTGAGE RECORD 87

Reg. No. 3248
Fee Paid \$0.75

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

November A.D., 1942, At 11:27 A. M

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 10th day of November in the year of our Lord nineteen hundred Forty Two between

S. A. Gilman and Jennie E. Gilman

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 parties of the first part, in consideration of the sum of

Three Hundred - - - - - 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 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:

Lots Fifty Two (52) and Fifty Four (54) on High 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

S. A. Gilman and Jennie E. Gilman

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 no/100

Dollars, according to the terms of

one certain Note this day executed and delivered by the said

S. A. Gilman and Jennie E. Gilman

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 party of the second part its 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 S. A. Gilman and Jennie E. Gilman 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

S. A. Gilman

(SEAL)

Jennie E. Gilman

(SEAL)

STATE OF KANSAS,

County of - Douglas County

ss.

BE IT REMEMBERED, That on this 10th day of November

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

a Notary Public in and for said County and State,

came S. A. Gilman and Jennie E. Gilman

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 21 day of Aug

A.D. 1944

Attest:

(Corp. Seal)

Baldwin State Bank
C. B. Butell, Cashier
J. E. Thayer, Pres.

This release
was written
on the original
mortgage
entered
this 22 day
of Aug
1944

Harold A. Beck
Reg. of Deeds