

MORTGAGE RECORD 87

Reg. No. 3934  
Fee Paid \$3.25

Receiving No. 21197  
The World Co., Lawrence, Kansas

FROM	STATE OF KANSAS, DOUGLAS COUNTY, ss. This instrument was filed for record on the 31 day of July A.D. 1944, At 11:05 P.M. <i>Harold A. Beck</i> Register of Deeds.
TO	By Deputy.

THIS INDENTURE, Made this 28 day of July in the year of our Lord nineteen hundred Forty Four between Ira W. Ikenberry and Sylvia L. Ikenberry, his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Baldwin State Bank, Baldwin, Kansas of the second part.

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

The South half (S $\frac{1}{2}$ ) of lot Six (6)  
all of lots Seven (7) and Eight (8) and  
the North twenty-four (24) feet of lot Nine (9)  
all on Sixth Street, Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ira W. and Sylvia L. Ikenberry 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 Thirteen Hundred Dollars, according to the terms of one certain note this day executed and delivered by the said Ira W. Ikenberry and Sylvia L. Ikenberry 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 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  
Ira W. Ikenberry (SEAL)  
Sylvia L. Ikenberry (SEAL)

STATE OF KANSAS, } ss.  
C. B. Butell }  
A.D. 1944 before me C. B. Butell a Notary Public in and for said County and State, came Ira W. Ikenberry and Sylvia L. Ikenberry, his wife  
(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 by official seal on the day and year last above written.  
My Commission expires Sept. 4th 1944 19 - 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 1st day of November A.D. 1946.

Attest:  
*(Carph Seal)*  
The Baldwin State Bank  
by C. B. Butell - Notary  
by J. A. Shew - Cashier

This release was written on the original mortgage entered this 4 day of Nov. 1946  
*Harold A. Beck*  
Reg. of Deeds  
County