MORTGAGE RECORD 88

0)

-

5

dimension of the second se

STATE OF KANSAS, COUNTY OF SHAWNEE, SS. BE IT REMEMBERED, That on this 16th day of November A.D., 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid came J. M. Kirkpatrick, National President of The Security Benefit Association, a corporation duly organized, incorporated and existing under and by virtue of the Laws of Kansas, and R. G. Lewis, National Socretary of said corporation, who are personally known to me to be such officers of The Security Benefit Association, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation The Security Benefit duly acknowledged the execution of the same to be one are and acca of sale of the same day and year last a-Association. MEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last a-Emma Lou Hoover Notary Public (SEAL) My commission expires June 17, 1946 Narold a. Beck Register of Deeds Recorded Nov. 18, 1942, at 4:32 P.M. ****** < Receiving No. 16323 Reg. No. 3253 Fee paid \$2.50 MORTGAGE THIS INDENTURE, Made this 16th day of November in the year of our Lord nineteen hundred Forty Two, between Mrs. Joe Baldwin, a widow woman, of Overbrook, in the County of Douglas, and State of Kansas, of the first part, and The First National Bank, Overbrook, Kansas, of the second part. WIT ESSETH, That the said party of the first part, in consideration of the sum of Ten Hundred and Fifty Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, soll and Mortgage to the said party of the second part their 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: 1. Con 3 agedilar P te. The Southeast Quarter $(\frac{1}{3})$ of Section Twenty-nine (29), in Township Fourteen (14) of Range Eighteen (18), East 6th, P.M. Dou<u>gals</u> County, Kansas. Pales with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mrs. Joe Baldwin does hereby covenant and agree that at the delivery hereof she 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 - - - free and clear of all incumbrances - - - This grant is intended as a mortgage to secure the payment of the sum of \$1050,00 Dollars, according to the This grant is intended as a mortgage to secure dand delivered by the said Mrs. Joe Ealdwin to the said party of This grant is intended as a mortgage to secure the payment of the sum of \$1050'00 Dollars, according to the terms of a certain note this day executed and delivered by the said Mrs. Joe Baldwin to the said party of the second part - - - and this conveyance shall be void if such payments be made asherein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insur-if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insur-ance 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 their 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 prin-cipal and interest, together with the costs 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 lst party or her heirs and assigns. IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year of irst above written. first above written. Signed, sealed and delivered in the presence of STATE OF KANSAS, Osage County, ss. BE IT REMEMBERED, That on this 16th day of November A.D., 1942, before me, C. J. Cordts, a Notary Public in and for said County and State, came Mrs. Joe Baldwin, a widow woman 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 my official seal on the day and year the same without the same of the s Mrs. Joe Baldwin Anne A Cordts Notary Public Deed Register of Deed nortgage C. J. Cordts (SEAL) My commission Expires Feb. 2nd., 1945 Warold A. Beck Register of Deeds Recorded November 19, 1942, at 10:05 A.M. ************************* Receiving No. 16329 PARTIAL RELEASE OF MORTGAGE STATE OF KANSAS DOUGLAS County, SS: INOW ALL MEN BY THESE PRESENTS, That I, F. C. Whipple, Vice President, The First National Bank of Lawrence of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated August 3, 1940 made and executed by Albert Hamlin and Martha Hamlin, his wife, and Newt Hamlin and Ella May Hamlin, his wife, of the first part, to The First National Bank, Lawrence, Kansas of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 84 page 161, on the 3rd of August D. D. 100 is as to of the Ragistér of I A. D. 1940 is as to The Southwest Quarter (SW_4^1) of the Southeast Quarter (SE_4^1) of Section 13, Township 12 South, of Range East of the Sixth Principal Meridian, and also the South half (S_2^1) of the Northwest Quarter (NW_4^1) of Southeast Quarter (SE_4^1) of Section 13, Township 12 South of Range 18, East of the Sixth Principal Meridian. in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCAHRGED. This release is given on the express terms and condition that it shall in no wise effect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described. Witness my hand this 19th day of August, A. D. 1942 F. C. Whipple Vice President, The First National Bank, Lawrence, Kansas (CORP. SEAL)

359