

MORTGAGE Standard Form

31907
(No. 52B)

BOOK 89

F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 3rd day of January, A. D., 1947, between Albert J. Leat and Hazel May Leat, his wifeof Baldwin in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One thousand two 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 y 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 83 and 85 situated on Chapel Street, Baldwin City,
Kansas, together with all improvements of whatsoever

kind and nature situated thereon

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part 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 infeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of one thousand two hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Albert J. Leat and Hazel May Leat, husband and wife to the said party 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 party y 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party y making such sale, on demand, to said

heirs and assigns

In Witness Whereof, The said part ies 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

Wilbert J. Leat (SEAL)
Mrs. Hazel May Leat (SEAL)

STATE OF KANSAS,

Douglas County, ss



Be It Remembered, That on this 3rd day of Jan. A. D. 19 47 before me C. B. Butell a Notary Public

in and for said County and State, came Wilbert J. Leat and Hazel May Leat, his wife

to me personally known to be the same persons who executed the within 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 last above written.

My Commission Expires 9-4-48 1948

C. B. Butell
Notary Public

Recorded January 4, 1947 at 11:00 A.M.

Harold A. Deek Register of Deeds.

This note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged.

As witness my hand, this 26 day of Aug. A. D. 1948

Harold A. Deek Attest: E. W. Chadain

(Corp. Seal)

Baldwin State Bank
C. B. Butell Pres.