

MORTGAGE Standard Form

No. 52B

31681 BOOK 89

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

**This Indenture,**Made this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 1947, between Carl E. Wise and his wifeof Baldwin in the County of Douglas and State of Kansas  
of the first part, and \_\_\_\_\_  
\_\_\_\_\_ of the second part.

**Witnesseth,** That the said parties of the first part, in consideration of the sum of Seven thousand 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:

All of Lots numbered One Hundred Seventy-eight (178) and One Hundred Eighty (180) on High Street, and all of Lots numbered Two Hundred Five (205) and Two Hundred Seven (207) on Indiana Street, all situated in Hogan's addition to the City of 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 parties of the first part do hereby covenant and agree that at the delivery hereof they 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 Seven Thousand and no/100 Dollars, according to the terms of one certain lots this day executed and delivered by the said Baldwin State Bank and its assigns parties of the first part 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 successors, 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 \_\_\_\_\_ making such sale, on demand, to said parties of the first part 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

Carl E. Wise (SEAL)  
Blanche Wise (SEAL)  
(SEAL)

STATE OF KANSAS

Douglas County,Be It Remembered, That on this 9th day of JANUARY A. D. 1947

before me Harry W. Barnett, a Notary Public in and for said County and State, came Carl E. Wise and Blanche Wise, husband and 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 July 12 1950

Harry W. Barnett  
Notary Public

Recorded January 21, 1947 at 11:05 A.M.

RELEASE

Norval A. Beck Register of Deeds.

The note herein described, having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged. In witness my hand, this 9th day of April A.D. 1957.

Attest: Carl E. Wise  
(Notary Seal)

Baldwin State Bank  
Hale Steele, Cashier