

MORTGAGE RECORD 90

Reg. No. 3371
Fee Paid \$2.00

Revolving No. 21958

The World Co., Lawrence, Kansas

FROM

Carl G. Danley Marjorie A. Danley

TO

Baldwin State Bank Baldwin, Kan

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 1 day of November A.D. 1944, At 1:45 P. M.

Harold A. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 30th day of October in the year of our Lord nineteen hundred Forty Four between

Carl G. Danley and Marjorie A. Danley, his wife

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 Eight 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 of the second part its successors, 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 numbered 101
and 103

on Jersey Street,

Baldwin City,

Douglas County, Kansas

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 the sum of Eight Hundred and no/100 Dollars, according to the terms of one certain Note this day executed and delivered by the said Carl G. Danley and Marjorie A. Danley, his wife 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 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 Carl G. Danley and Marjorie A. Danley 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

John E. Crozier WOJG USA

Personal Officer Sig. H. Co XVI Ftr Coml.

Carl G. Danley (SEAL)

Marjorie A. Danley (SEAL)

STATE OF KANSAS, Okla

BE IT REMEMBERED, That on this 27th day of October

A.D. 1944 before me Faye Wages

a Notary Public in and for said County and State,

came Marjorie A. Danley

(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 my official seal on the day and year last above written.

My Commission expires March 7, 1946 Faye Wages 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 27 day of Sept. A.D. 1946

Attest:

(Comp. Seal)

Baldwin State Bank
C. B. Rutell CashierThis release was written on the original mortgage. I entered this day of Sept. 1946
Harold A. Beck
Reg. of Deeds.