

MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

April A.D. 1945, At 10:05 A.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 5th day of April in the year of our Lord nineteen hundred 45 between Burl H. Maxwell and Bette F. Maxwell 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 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 part 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:The West Half (W $\frac{1}{2}$) of Lot One Hundred Eight (108) and the East Half (E $\frac{1}{2}$) of Lot One Hundred Ten (110) on Jersey Street, Baldwin Citywith all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Burl H. Maxwell and Bette F. Maxwell 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 indefensible estate of inheritance therein, free and clear of all incumbrancesThis grant is intended as a mortgage to secure the payment of the sum of One thousand Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part Y of the second partand 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 part Y of the second part 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 part Y making such sale, on demand, to said Burl H. Maxwell and Bette F. Maxwell heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

Burl H. Maxwell (SEAL)Bette F. Maxwell (SEAL)STATE OF KANSAS, } ss. DE IT REMEMBERED, That on this 5th day of April 1945, before me C. B. Butell a Notary Public in and for said County and State, came Burl H. Maxwell and Bette F. Maxwell

(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 9-4-46 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 26 day of January A.D. 1945Attest: E. M. Chastain Baldwin State Bank
Cashier C. B. Butell PresThis release was written on the original mortgage entered this 27 day of Jan. 1945
Harold A. Beck
Reg. of Deeds