

## MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

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

*Harold A. Beck*  
Register of Deeds.

By \_\_\_\_\_ Deputy.

TO

THIS INDENTURE, Made this 28th day of Nov. A.D. 1945, in the year of our Lord nineteen hundred and \_\_\_\_\_ between Miles D. Durkee

of 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 part Y. of the first part, in consideration of the sum of Five Hundred DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do as 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 South half of Lots 58, 60, 62, 64 and 66 on Elm Street  
Baldwin City, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part Y. of the first part therein. And the said Miles D. Durkee

do hereby covenant and agree that at the delivery hereof he 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.

This grant is intended as a mortgage to secure the payment of ~~the sum of~~

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Miles D. Durkee

to the said part 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 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 -- making such sale, on demand, to said -- heirs and assigns

IN WITNESS WHEREOF, The said part Y. of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Miles D. Durkee

(SEAL)

(SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 28 day of Nov.

XXXXXX Douglas County ss.

A.D. 1945 before me C.B. Rutell

came Miles D. Durkee a single man a Notary Public in and for said County and State,

(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 Sept. 4 1948 C.B. Rutell 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 18th day of October A.D. 1946

Attest: (Corp Seal)

*The Beginning Step Bank*  
by *C. B. Rutell* President  
my *Lydia Rutell* ClerkThis release  
was written  
on the original  
mortgage  
entered  
this 21 day  
of Oct.  
1946*Harold A. Beck*  
Reg. of Deeds

Deputy