

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12th day of

April A.D. 1946, At 10:35 A.M.

By _____ Deputy.

THIS INDENTURE, Made this 9th day of April In the year of our Lord nineteen hundred 46 between Elmer J. Wintermantel and Dorothy M. Wintermantel

of Baldwin in the County of Douglas and State of Kansas
of the first part, and Baldwin State Bank

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve hundred 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 assigns here 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 North one-half ($\frac{1}{2}$) or Southwest quarter ($\frac{1}{4}$) of Section twelve (12), Township Fifteen (15), Range Eighteen (18), containing eighty (80) acres more or less

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said party 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 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 Twelve hundred 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 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 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 party making such sale, on demand, to said 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

Elmer J. Wintermantel (SEAL)

Dorothy M. Wintermantel (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 9th day of April

County of Douglas

A.D. 1946 before me C. B. Butell

came Elmer J. Wintermantel and Dorothy M. Wintermantel

to me personally known to be the same persons 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 1948 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 2nd day of Aug

Attest: E. M. Chastain, Clerk

Baldwin State Bank
C. B. Butell, Pres.

This release was written on the original mortgage this 2nd day of August 1946.

Harold A. Beck
Notary Public
Douglas