

Recording No. 28230

**MORTGAGE RECORD 90**

Registration No. 4804

Fees Paid \$2.50

The World Co., Lawrence, Kansas

FROM THE PARTIES TO THE

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Milo W. Story and Florence L. Story, his wife

This instrument was filed for record on the 25 day of May A.D. 1946 At 9:00 A.M.

TO

*Harold A. Beck*  
Register of Deeds.

The Baldwin State Bank

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

THIS INDENTURE, Made this 16 day of March A.D. 1946 between \_\_\_\_\_

Milo W. Story and Florence L. Story, his wife

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 parties of the first part, in consideration of the sum of \_\_\_\_\_

One Thousand - - - - - DOLLARS

to the 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 <sup>successors and assigns</sup> ~~their 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:

A tract of land, consisting of the part of Lots No. 31, 33, 35, 37, 39, 41, 43 Baker Street, which lies south of Highway No. 60, in Baldwin, 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 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 ~~one thousand~~ one thousand

one certain note Dollars, according to the terms of

Milo W. Story and Florence L. Story

to the said party of the second part The Baldwin State Bank

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 Milo W. Story (SEAL)  
Florence L. Story (SEAL)

STATE OF KANSAS, ss. BE IT REMEMBERED, That on this 16th day of March A.D. 1946 before me Hazel I. Kapelle

A.D. 1946 before me Hazel I. Kapelle a Notary Public in and for said County and State, came Milo W. Story and Florence L. Story, his wife

(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 Jan 26, 1949 Hazel I. Kapelle 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 29th day of November

A.D. 1946

Attest: *Hale Steele* (Corp. Seal)  
Cashier*Baldwin State Bank*  
C.B. Butell President

This release was written on the original mortgage entered this 29th day of November 1946

*Harold A. Beck*  
Reg. of Deeds  
Deputy