

The World Co., Lawrence, Kansas

FROM

E. M. &amp; Ada T. Davault

TO

Baldwin State Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

June A.D. 1946, At 11:00 A.M.

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 7th day of June 1946 between

E. M. Davault and Ada T. Davault, Husband and Wife.

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do as grant, bargain, sell and Mortgage to the said party 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:

Lot Number Twenty-eight (28) subdivision of a portion of the North One-half of the Northeast One-Quarter (NE $\frac{1}{4}$ ) of Section Eight (8), Township Fifteen (15), Range Twenty (20) East of the Sixth P.M., being a portion of vacated Prairie City beginning at the Northeast corner of the land known as the Harris Place running North 326 feet, thence West 437 feet to the railroad fence, fence, thence along the railroad fence Southwest 393 feet, thence East 619 feet to place of beginning, containing four and one-half 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 parties of the first part does hereby covenant and agree that at the delivery hereof to 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 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 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 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

E. M. Davault (SEAL)

Ada T. Davault (SEAL)

STATE OF KANSAS,

County of Douglas, County, ss. BE IT REMEMBERED, That on this 7th day of June

A.D. 1946 before me C. B. Butell a Notary Public in and for said County and State, came E. M. Davault and Ada T. Davault, his wife

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 9-4-1948 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 22 day of July A.D. 1946

Attest: Harry J. Lammert  
Clerk

Baldwin State Bank  
C. B. Butell, Secy.

This release  
was written  
on the original  
mortgage

entered  
this 23 day  
of July  
1946

Harold O. Reed  
Reg. of Deeds  
Deputy