

MORTGAGE RECORD 90

Reg. No. 5108
Fee paid \$8.75

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15th day of
August A.D. 1946, at 3:20 P. M.

By

Hassell A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 15th day of August 1946 between

Lester P. Brubaker and Teresa E. Brubaker, husband and wife,

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
Thirty Five Hundred and no/100 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 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 No. one hundred Thirty Five (135) and the East Ten (10) feet of
Lot No. One Hundred Thirty Seven (137) on Indiana Street in Baldwin
City, Douglas County, 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 encumbrances.

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

Thirty Five Hundred Dollars, according to the terms of

a certain Note this day executed and delivered by the said

Parties of the first part

to the said party of the second part 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 its 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, to-
gether 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 assignsIN 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

Lester P. Brubaker (SEAL)

Teresa E. Brubaker (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 15th day of August

A.D. 1946 before me Harry W. Barnett a Notary Public in and for said County and State,
came Lester P. Brubaker and Teresa E. Brubakerto me personally known to be the same person who executed the foregoing instrument of writing and duly acknowl-
edged the execution of the same.

(SEAL)

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 July 12 1950 Harry W. Barnett 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 17th day of March A.D. 1947

Attest:

(Seal)

The Federal State Bank
L. H. Giddens
Vice PresidentThis release
was written
on the original
mortgageentered
this 19th day
of March
1947Hassell A. Beck
Reg. of Deeds
Deputy