

The World Co. Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28 day of  
September A.D. 1946, At 9:05 A.M.Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 27th day of September A.D. 1946 between  
Victor H. Hildyard and Vivian A. Hildyard, husband and wifeof Baldwin City in the County of Douglas and State of Kansas  
of the first part, and THE BALDWIN STATE BANK, BALDWIN, KANSAS  
of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of  
FOUR THOUSAND 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 successors 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:All of Lots Twenty-eight (28) and Twenty-nine (29) on Ninth Street in the  
city of Baldwin City, County and State aforesaidwith 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 incumbrancesThis grant is intended as a mortgage to secure the payment of ~~XXXXXXX~~  
Four Thousand and no/100 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 partand 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 successors 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 parties of the first part their heirs and assignsIN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seals the day  
and year first above written.

Signed, sealed and delivered in presence of

Victor H. Hildyard M.D. (SEAL)

Vivian A. Hildyard (SEAL)

STATE OF KANSAS, } BE IT REMEMBERED, That on this 27 day of Sept.  
DOUGLAS, } County }  
A.D. 1946 before me Harry W. Barnett a Notary Public in and for said County and State,  
came Victor H. Hildyard and Vivian A. Hildyard, his wife.(SEAL) to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowl-  
edged 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 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 27th day of July A.D. 1946  
Attest: (Corp Seal) Baldwin State Bank  
C. M. Sebastian, CashierThis release  
was written  
on the original  
mortgageentered  
this 26 day  
of July  
1946Harold A. Beck  
Reg. of Deeds  
Deputy