

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 8th day of

October A.D. 1946, At 10:40 A.M.

By *Harold A. Beck* Deputy.
Register of Deeds.

THIS INDENTURE, Made this 3rd day of October in the year of our Lord nineteen hundred and A.D., 1946, between Edward M. Grubb and Esther L. Grubb, husband and wife

of Baldwin in the County of Douglas and State of Kansas
of the first part, and THE BALDWIN STATE BANK, Baldwin, Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of

THREE 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 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:

All of Lots One Hundred Twenty-five (125) and One Hundred Twenty-seven (127)
and the East one-half of Lot One Hundred Twenty-nine (E½ of 129), all on
Jersey Street, in the city of Baldwin City, 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 the sum of

THREE 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 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 its successors heirs 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part 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

Edward M. Grubb (SEAL)

Esther L. Grubb (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 3rd day of October

County of Douglas County ss.

A.D. 1946 before me Yale Wells

came Edward M. Grubb and Esther L. Grubb, husband and wife

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 December 28, 1946

Yale Wells 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 25th day of June

A.D. 1946

Attest:

Yale Wells
Notary*Baldwin State Bank*
Aug. E. M. Chas. J. Cashier

This release was written on the original mortgage

entered this 16th day of June 1946

Harold A. Beck
Reg. of Deeds
Dorothy M. Beck