

3398C Book 93

MORTGAGE Standard Form

(No. 52B)

F. J. Berjos, Publisher of Legal Blanks, Lawrence, Kansas

# This Indenture,

Made this 14th day of November

A. D. 1947, between Earl D. Houglan and Josie A. Houglan, husband and 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 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:  
Lots 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, and 43 on Elm Street and  
Lots 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, and 44 on Dearborn Street,  
all 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 incumbrances

This grant is intended as a mortgage to secure the payment of Five Hundred and no/100-----Dollars, according to the terms of one certain note this day executed and delivered by the said Earl D. Houglan and Josie A. Houglan, husband and wife 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 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 costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said

their 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

Earl D. Houglan (SEAL)  
Josie A. Houglan (SEAL)

STATE OF KANSAS,  
Douglas County,

County,

Be It Remembered, That on this 14th day of November A. D. 1947

before me, C. B. Butell, a Notary Public in and for said County and State, came Earl D. Houglan and Josie A. Houglan.

to me personally known to be the same persons who executed the within 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 Sept. 4, 1948

C. B. Butell  
Notary Public

Recorded November 18, 1947 at 11:30 A.M.

RELEASE

The note herein described, having been paid in full, the mortgage is hereby released, and the lien thereby created, discharged. As witness my hand, this 18 day of Nov. A. D. 1947

(Cor. Seal) Attest: E. M. Chestain  
Cashier

Baldwin State Bank  
C. B. Butell, Secy.

Harold A. Beck, Register of Deeds.

Harold A. Beck  
Notary Public