

35730 Book 94

MORTGAGE - Standard Form.

(No. 32B)

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

This Indenture,

Made this 25th day of June

A. D. 1948, between David Godfrey Laury and Meldon Henshaw Laury

of Baldwin City in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin City, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand & 00/100 DOLLARS to us 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:

All of lots One Hundred Twenty-five (125) and One Hundred Twenty-Seven (127) and the East one-half (E½) of lot One Hundred Twenty-nine (129) on Jersey Street, 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 Four Thousand & 00/100 Dollars, according to the terms of 1 certain note this day executed and delivered by the said parties of the first part to the said party of the second part, principal is payable \$50.00 on the first day of each month commencing August 1, 1948, interest payable semiannually in July and January of each year

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 surplus, 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 assigns

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Victor K. McLean, M.C.

David Godfrey Laury (SEAL)

Meldon Henshaw Laury (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 25th day of June A. D. 1948

before me, E. M. Chastain, a Notary Public

in and for said County and State, came David Godfrey Laury and

Meldon Henshaw Laury, his wife

to me personally known to be the same person, 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 April 16, 1952

E. M. Chastain
Notary Public

Notary Public, State of Kansas, Commission Expires April 16, 1952

Harold A. Beck, Register of Deeds.

Blount
The note being given in full, the mortgage is hereby released, and the said party of the first part is released from all liability thereon. Witness my hand and seal this 25th day of June, 1948.
Notary Public, State of Kansas, Commission Expires April 16, 1952