

36418

BOOK 94

MORTGAGE Standard Form

(No. 5780)

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

This Indenture,

Made this 3rd day of September A. D. 1948 between

Willis A. Warner and Hazel A. Warner,
husband and wifeof Baldwin 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 Twenty-four 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 numbered Sixty-four (64), Sixty-six (66), and the South half of Lots Sixty-eight and Seventy (68-70) all on Grove Street in 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 Willis A. Warner and Hazel A. Warner 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 Twenty-four Hundred Dollars, according to the terms of ONE certain note this day executed and delivered by the said parties of the first part Willis A. Warner & Hazel A. Warner 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, executor, 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

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.

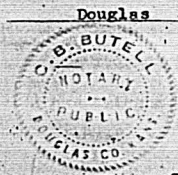
Signed, Sealed and delivered in presence of

Willis A. Warner (SEAL)
Hazel A. Warner (SEAL)

STATE OF KANSAS,

Douglas

County,



Be It Remembered, That on this 3rd day of September A. D. 1948

before me, C. B. Butell

a Notary Public

in and for said County and State, came Willis A. Warner and

Hazel A. Warner, husband and wife

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. 4th, 1948

C. B. Butell
Notary Public

Recorded September 20, 1948 at 8:18 A. M.

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 8th day of June A. D. 1951.

The Baldwin State Bank

C. B. Butell, President

Attest: Hale Steele, Cashier
(Corp Seal)

Harold R. Beck Register of Deeds.

7-10-54
Hale Steele