

MORTGAGE - Standard Form

36558

BOOK 94

(No. 52B)

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

**This Indenture,**Made this 5th day of October  
A. D. 19 48, between Russell W. Daves and Cleora M. Daves, husband and wifeof 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 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 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:

Lot One Hundred-thirty-two (132) and The East half ofLot One Hundred thirty-four (134) on Chapel Street, Baldwin City,  
County of Douglas, State of 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 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 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 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 hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Russell W. Daves (SEAL)  
Cleora M. Daves (SEAL)

STATE OF KANSAS.

Douglas County,Be It Remembered, That on this 5th day of October A. D. 19 48before me E. M. Chastain, a Notary Publicin and for said County and State, came Russell W. Daves and Cleora M.Daves, husband and 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 Comm. Expires April 16 19 52

E. M. Chastain  
Notary Public



Recorded October 7, 1948 at 2:25 P.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 2nd day of June A.D. 1951.

The Baldwin State Bank  
C. B. Butell President

Attest: Maie Steele Cashier.

(Corp Seal)

This release was written in the original instrument.

Witnessed this 2nd day of June 1951.

Harold A. Beck  
Notary Public