

37197 BOOK 95

MORTGAGE - Standard Form

No. 32 B

F. I. ROYER, Publisher of Legal Notices, Lawrence, Kansas

This Indenture,

Made this 17th day of January
 A. D. 1949, between Earl D. Hougland and Josie A. Hougland, 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 Eight 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, 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 Eight Hundred and no/100-----Dollars, according to the terms of ONE certain note this day executed and delivered by the said Earl D. Hougland and Josie A. Hougland, 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, then, 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 reinstate 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

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

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

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 17th day of January A. D. 19 49before me, C. B. Butell a Notary Publicin and for said County and state, came Earl D. Hougland andJosie A. Hougland,

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 September 4 19 52

C. B. Butell
 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 5th day of Jan. 1951

Attest: Dale Steele

Clerk

(COMP. SEAL)

Baldwin State Bank

C. B. Butell Pres.

Walter A. Beck Register of Deeds.

7 Jan
 51
Donald A. Beck