

37193 BOOK 95

MORTGAGE Standard Form

(No. 52 B)

F. J. BOYLES, Publisher of Legal Blanks, Lathrop, Kansas

This Indenture,

Made this 18th day of January
A. D. 1949, between N. W. O'Byrne and Mary Josephine O'Byrne, husband
and wife

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
One Thousand and no/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:
The West One-Half (1/2) of lot seventy-three (73) and all of lot
seventy-five (75) on Fremont Street in Baldwin City

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 One Thousand & 00/100 - - - - -
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 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
hands and seals the day and year first above written.
Signed, Sealed and delivered in presence of
N. W. O'Byrne (SEAL)
Mary Josephine O'Byrne (SEAL)

STATE OF KANSAS,
Douglas County }
C. B. BUTELL
NOTARY
PUBLIC
DOUGLAS CO. KANS.
My Commission Expires Sept. 4th 1952

Be It Remembered, That on this 18th day of January A. D. 1949
before me, C. B. Rutell, a Notary Public,
in and for said County and state, came N. W. O'Byrne and Mary
Josephine O'Byrne, 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.

C. B. Rutell
Notary Public

This return
was written
on the original
mortgage

Recorded January 21, 1949 at 11:40 A. M.

Handed to Clerk
The note herein described being duly paid in full, this mortgage is hereby
released, and the here thereby created is annulled. I am witness my hand
this 5 day of Feb. 1949
attest: Dale Stahl (Clerk)
Baldwin State Bank
C. B. Butell, Pres.
Dale Stahl
Clerk