

37225 BOOK 95

MORTGAGE Standard Form

(No. 52 B)

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**This Indenture,** Made this 21st day of JanuaryA. D. 1949, between Estil McKinsey and Geneva McKinsey, his 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 00/100 - - - - - 00 DOLLARS  
 to us duly paid, the receipt of which is hereby acknowledged, by us 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 One Hundred Fourteen (114), One Hundred Sixteen (116) and  
One Hundred Eighteen (118) on Jersey Street, City of Baldwin

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 & no/100 - - - - -  
 Dollars, according to the terms of one certain note this day executed and delivered by the  
 said ~~parties of the first part~~ 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 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  
 hand and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Estil McKinsey (SEAL)  
Geneva McKinsey (SEAL)



STATE OF KANSAS,  
Douglas County ss.

Be It Remembered, That on this 22nd day of January A. D. 19 49before me, E. M. Chastain, a Notary Publicin and for said County and state, came Estil McKinsey and GenevaMcKinsey, 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 1952E. M. Chastain  
Notary PublicJames A. Beck Register of Deeds

RELEASE

As the herein described having been paid in full, this mortgage is hereby released, and the lien  
 hereby created discharged. As witness my hand this 23rd day of June 1949

Attest: E. M. Chastain - Cashier  
(Notary Seal)

Baldwin State Bank  
W. L. Butell, Pres.

This release  
 was written  
 on the original  
 mortgage

Witnessed  
 the 23rd day  
 of June 1949  
 at Baldwin City,  
 Kansas

James A. Beck  
 Register of Deeds

W. L. Butell  
 President

The note  
 thereby  
 Attest: