

37474 BOOK 95

MORTGAGE—Standard Form

(No. 52 B)

F. I. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,Made this 25th day of February
A. D. 1940, between Charles E. Harris and Lula B. Harris, husband and wifeof Baldwin, 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 part 1st of the first part, in consideration of the sum of
Seven 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 part Y of the second part its ~~KANSAS~~ 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 90, 92, 94, 96, 98, and 100 on Lincoln Street,
in the City of Baldwin City, Kansas.with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said parties of the first partdo 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
incumbrancesThis grant is intended as a mortgage to secure the payment of Seven Hundred and no/100-----
Dollars, according to the terms of one certain note this day executed and delivered by the
said Charles E. Harris and Lula B. Harris to the
said part Y of the second partand 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 part Y 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 part Y making such sale, on demand, to said

beirs and assigns

In Witness Whereof, The said part 1st 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

Charles E. Harris (SEAL)
Lula B. Harris (SEAL)STATE OF KANSAS,
Douglas County) ss.Be It Remembered, That on this 25th day of February A. D. 1940before me C. B. Butell, a Notary Publicin and for said County and state, came Charles E. Harris and Lula B. Harris, husband and wifeto 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 September 4 1952C. B. Butell
Notary Public

Recorded March 7, 1940 at 1:30 P. M.

RELEASED

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 23rd day of February 1952ATTEST: Halc Teale
Cashier (Corp. Seal)Baldwin State Bank
C. E. Butell PresidentHarold A. Beck Register of Deeds