

MORTGAGE - Standard Form

37702 BOOK 95  
(No. 32 B)

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# This Indenture,

Made this 4th day of April  
A. D. 1940, between Carl G. Danley and Marjorie A. Danley, his wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank, Baldwin, 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 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:  
Lots Number 101 and 103 on Jersey Street, Baldwin City, 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 One Thousand and no/100----- Dollars, according to the terms of one certain note this day executed and delivered by the said Carl G. Danley and Marjorie A. Danley, his 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 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 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  
Carl G. Danley (SEAL)  
Marjorie A. Danley (SEAL)

STATE OF KANSAS,  
Douglas County ss.  
Be It Remembered, That on this 4th day of April A. D. 1940 before me, C. B. Butell, a Notary Public in and for said County and state, came Carl G. Danley and Marjorie A. Danley, 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 September 4 1952  
C. B. Butell Notary Public

This mortgage was written on the original mortgage of the 6 day of May 1932

Walter L. Beck  
Baldwin State Bank

Recorded April 5, 1940 at 11:35 A. M.

Walter L. Beck Register of Deeds

Release  
The note herein described having been paid in full, this mortgage is hereby released, and the same being created, discharged, as to the same my hand this 3rd day of May 1952  
Walter L. Beck (Reg. Secy) C. B. Butell President  
Cashier