

4.16

Reg. No. 6913
Fee paid \$6.25

37945 BOOK 95

MORTGAGE - Standard Form (No. 32 B) F. J. SOYLES, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 25th day of April
A. D. 19 49, between Byrl C. Denney and Ella I. Denney, 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 Twenty-five 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:

Commencing One Hundred five (105) rods east of the North west corner and Fifty-five (55) rods West of the North East Quarter of Section Nine (9) Township Fifteen (15), of Range Twenty (20); thence running South Twenty (20) rods; thence West Eight (8) rods; thence North Twenty (20) rods; thence East Eight (8) rods to the place of beginning, containing one (1) acre.

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 Twenty-five Hundred and no/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 overplus, 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
Byrl C. Denney (SEAL)
Ella I. Denney (SEAL)

STATE OF KANSAS,
Douglas County



Be It Remembered, That on this 25th day of April A. D. 19 49
before me, E. M. Chastain a Notary Public
in and for said County and state, came Byrl C. Denney and Ella I. Denney
husband and 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.
E. M. Chastain
Notary Public
April 16 1952

Recorded April 27, 1949 at 11:10 A. M.
I have been described having been paid in full, this mortgage is hereby released and the lien hereby waived. Richard D. L. Witham my hand this 27th day of November 1956
W. H. H. Carter
Baldwin State Bank
F. J. Soyles, Publisher