

38017 BOOK 95

MORTGAGE - Standard Form

(No. 527)

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

This Indenture,

Made this 21st day of May
A. D. 19 49, between Earl T. Black and Myrtle M. Black, 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 part ies of the first part, in consideration of the sum of

Three Thousand and no/100----- DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, ha ve 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:

Lot No. One Hundred Thirty-five and the East ten (10) feet of

Lot No. One Hundred Thirty-seven (137) on Indiana Street in

the City of Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 Three Thousand 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

said part y of the second part

(Parties of the first part are hereby granted privilege of paying before maturity any portion of the outstanding principal and accrued interest)

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 part ies of the second part 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 party of the second part

heirs and assigns

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Earl T. Black
Myrtle M. Black

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County

ss.

Be It Remembered, That on this 21st day of May A. D. 19 49

before me, E. M. Chastain, a Notary Public

in and for said County and state, came Earl T. Black and Myrtle M.

Black, 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.

My Commission Expires April 16 19 52

E. M. Chastain
Notary Public

The record was written on the original mortgage dated this 23 day of May 19 49
Shall be returned to the County Clerk
Baldwin City

Recorded May 23, 1949 at 2:28 P. M.

Release

Harold Beck

Register of Deeds

This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. In witness my hand this 21 day of May 19 49

Witness: John Steele (Copy Seal)
Archibald

Baldwin State Bank
O. C. Batell Pres