

38077 BOOK 95

MORTGAGE - Standard Form

(No. 32 H)

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

## This Indenture,

Made this 27th day of May

A. D. 1949, between Clarence W. Benitz and Mary Elizabeth Benitz, husband and wife

of Baldwin, in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank, Baldwin City, Douglas County, Kansas

of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of

Four 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 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 numbered Thirty-seven (37) and Thirty-eight (38) and Lot numbered Thirty-nine (39) less a tract of land described as follows: Beginning at the Southwest Corner of Lot 39, thence North 15 feet, thence East 70 feet, thence South 15 feet, thence West 70 feet to place of beginning. All of above lots being on Sixth Street in the City of 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 Four 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 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

Clarence W. Benitz (SEAL)  
Mary Elizabeth Benitz (SEAL)

STATE OF KANSAS,  
Douglas County ss.

Be It Remembered, That on this 27th day of May A. D. 1949

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

in and for said County and state, came Clarence W. Benitz and

Mary Elizabeth Benitz, 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 1952

Notary Public

Recorded June 1, 1949 at 2:28 P. M.

Hazel A. Block

Register of Deeds

RELEASE.

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 2nd day of December, 1957.

Attest: Donald O. Nutt, Assistant

Clerk (Corp Seal)

Baldwin State Bank  
Hale Steele, Cashier.

This release was written on the original mortgage  
I received this 1st day of December 1957  
Hazel A. Block  
Reg. of Deeds  
By Mary Benitz