

38473 BOOK 95

MORTGAGE - Standard Form

(No. 32 B)

Published by the State of Kansas, 1934

This Indenture,

Made this 16th day of July

A. D. 1949

between Amanda A. Baker and Leo Baker, her husband,

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

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Fourteen Hundred and Seventy-five Dollars (\$1475.00), 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 2nd 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:

The North 95 acres of the Northeast Quarter of Section Two (2), Township Thirteen (13), Range Nineteen (19), (less a tract 9.25 chains long East and West by 2.25 chains wide North and South, out of the Southeast corner of said tract containing three and one half acres more or less), containing in all 91 1/2 acres more or less.

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 part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and valuable estate of inheritance therein, free and clear of all incumbrances except a first mortgage to the Ohio National Life Insurance Company, recorded in the mortgage records of Douglas County, Kansas, in Book 94, Page 16. This grant is intended as a mortgage to secure the payment of Fourteen Hundred and Seventy-five (\$1475.00) Dollars, according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said part 2nd of the second part.

and this conveyance shall be void if such payments be made or 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 2nd of the second part its executor, 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 money 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 part 1st making such sale, on demand, to said party of the second part.

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

Amanda A. Baker (SEAL)
Leo Baker (SEAL)

STATE OF KANSAS,

Douglas

County



Be It Remembered, That on this 16th day of July, A. D. 1949,

before me, Minnie Mae Kilgus, a Notary Public in and for said County and state, came Amanda A. Baker and Leo Baker, her husband,

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 Aug 24, 1949

Minnie Mae Kilgus, Notary Public

Recorded July 18, 1949 at 11:00 A. M.

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 17 day Aug. 1950

Attest: Hale Steele, Cashier
(Corp. Seal)

Baldwin State Bank
C. F. Batell Pres.

Harold A. Steele, Register of Deeds