

39239 BOOK 96

MORTGAGE—Standard Form

(No. 32B)

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

This Indenture,

Made this 14th day of October

A. D., 1949, between Ernest Virgil Wood and Loretta P. Wood, 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 part 1st of the first part, in consideration of the sum of Four Thousand & no/100 DOLLARS to us 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 Ninety-Four (94), Ninety-Six (96), and Ninety-Eight (98) on Baker Street in the City of Baldwin,

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 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 & 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 tax, 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 of the second part, on demand, to said parties of the first part heirs and assigns

In Witness Whereof, The said part 1st 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,

Ernest Virgil Wood (SEAL)
Loretta P. Wood (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 14th day of October A. D. 1949 before me, the undersigned, a Notary Public in and for said County and State, came Ernest Virgil Wood and Loretta P. Wood, 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.



April 16 1952

E. M. Chastain

Notary Public

Recorded October 18, 1949 at 5:55 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 27 day of February A.D. 1954

Attest: Hale Steele Cashier

(Corp. Seal)

The Baldwin State Bank
C. B. Eutell President

Register of Deeds