

39763 BOOK 97

MORTGAGE-Standard Form

(No. 23 B)

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

This Indenture,Made this 5th day of JanuaryA. D. 1950 between Peter W. Warnock and Elizabeth C. Warnock, husband and wifeof 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 parties of the first part, in consideration of the sum of Four Thousand Five Hundred & 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:

All of Lots Seventy-Seven (77), Seventy-Nine (79), and Eighty-One (81) on Fremont Street, Baldwin City, Douglas County, 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 Forty-Five Hundred & 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 parties of the first part, their 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

Peter W. Warnock (SEAL)
Elizabeth C. Warnock (SEAL)

STATE OF KANSAS,

Douglas CountyBe It Remembered, That on this 5th day of January A. D. 1950before me, E. M. Chastain, a Notary Publicin and for said County and state, came Peter W. Warnock and Elizabeth C. Warnock, husband and wife

to me personally known to be the same persons 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

E. M. Chastain
Notary Public

Recorded January 8, 1950 at 8:58 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 11th day of October 1952

Attest: Hale Steele, Cashier

Baldwin State Bank
C. B. Butell President

(Corporation Seal)

Harold A. Beck
Carlisle Scher

Harold A. Beck Register of Deeds