

39790 BOOK 97

MORTGAGE - Standard Form

(No. 22 B)

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

This Indenture,

Made this 10th day of December

A. D. 1949, between Lester R. Deay and Margaret J. Deay, husband and 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 Five Thousand & 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 part 2 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 Northwest Quarter (NW1) of Section Thirteen (13),
Township Fourteen (14), Range Twenty (20)

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 Five Thousand Dollars 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 part 2 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 part 2 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 part 2 making such sale, 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 Lester R. Deay (SEAL)
Margaret J. Deay (SEAL)

STATE OF KANSAS,
Douglas County) ss.



Be It Remembered, That on this 10th day of December A. D. 1949 before me, E. M. Chestain, a Notary Public in and for said County and state, came Lester R. Deay and Margaret J. Deay, 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.
E. M. Chestain Notary Public

Recorded January 18, 1950 at 2:45 P. M.

Harold T. Beck 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 22nd day of August 1952
(Corp. Seal) Baldwin State Bank
C. B. Butell President
ATTEST:
Hale Steele, Cashier

This release was written on the original mortgage
dated 8/22/52
Harold T. Beck
Register of Deeds