

40165 BOOK 97

MORTGAGE-Standard Form (No. 52B) F. J. Boyles, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 27th day of February
A. D., 1950, between Charles W. Grigsby and Flossie Grigsby, his wife
of Baldwin in the County of Douglas and State of Kansas
of the first part, and The Baldwin State Bank, Baldwin City, Kansas
of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Thousand Eight Hundred Fifty 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 assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit:
East one-half (E½) of Lot One Hundred Twenty One (121) and all of Lot One Hundred Nineteen (119) on King Street in the City of Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Grigsby and Flossie Grigsby 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 Eight Hundred Fifty-- Dollars, according to the terms of one certain note this day executed and delivered by the said Charles W. Grigsby and Flossie Grigsby 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 Charles W. Grigsby and Flossie Grigsby heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.
Signed, Sealed and delivered in presence of
Charles W. Grigsby (SEAL)
Flossie Grigsby (SEAL)

STATE OF KANSAS,
County, Douglas

Be It Remembered, That on this 27th day of February A. D. 1950
before me, C. B. Butell, a Notary Public
in and for said County and State, came Charles Grigsby and Flossie Grigsby, his 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 Sept 4 1952 W. A. B. Beck Notary Public

Recorded March 3, 1950 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 29th day of August, A.D. 1957.

Attest: Hale Steele, Cashier
(Corp Seal)

Baldwin State Bank
C. B. Butell, President.

217
August
1957
Hale Steele
Baldwin State Bank