

40640 BOOK 98

MORTGAGE—Standard Form

(No. 52B)

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

This Indenture, Made this 1st day of May
A.D. 1950, between Harvey L. Atwood and Ruth H. Atwood, husband and 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 part 1st of the first part, in consideration of the sum of Four Thousand and no/100 DOLLARS to thamdu paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said part Y of the second part its KANSAS 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 of Section Thirty-three (33), Township
Fourteen (14), Range Twenty (20), in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Harvey L. Atwood and Ruth H. Atwood 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 and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Harvey L. Atwood and Ruth H. Atwood to the said part Y 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 Y 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 part Y making such sale, on demand, to said

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

Harvey L. Atwood (SEAL)
Ruth H. Atwood (SEAL)
(SEAL)

STATE OF KANSAS.

Douglas County,

Be It Remembered, That on this 1st day of May A.D. 1950 before me C. B. Butell, a Notary Public in and for said County and State, came Harvey L. Atwood and Ruth H. Atwood, 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 September 4, 1952

Notary Public

Recorded May 17, 1950 at 11:15 A.M.

Harvey L. Beck Register of Deeds

He note herein described, having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. In witness my hand, this 25th day of March A.D. 1951.

attest: Walt Steele, Cashier Baldwin State Bank
(Chap. Seal) C. B. Butell, President.

This release was written on the original mortgage entered the 16th day of November 1950

Harold J. Beck
Reg. of Deeds
Dorothy J.