

42636

BOOK 99

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

This Indenture, Made this 16th day of January
A. D. 1951, between Vera Turner and J. Houston Turner, 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 Six Hundred 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 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:

All of Lots 23-25-27-29-31-33-35-37-39-41- and 43 on King Street,
in South East part of the City of Baldwin, Douglas County, Kansas,
or Eleven (11) in All on King Street.

Lots 24-26-28-30-32-34 on Jersey Street, in South east part of the
City of Baldwin, Douglas County, Kansas, or Six (6) lots in all on
Jersey Street, making a total of 17 lots in the tract of land so
located in the City of Baldwin, Kansas; or 4.78 Acres by survey.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein.
And the said Vera Turner and J. Houston Turner

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 Six Hundred and no/100 Dollars, according to the terms of one certain loan this day executed and delivered by the said Vera Turner and J. Houston Turner 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

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

Vera Turner
J. Houston Turner

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Release
The note herein described, having been paid in full, this mortgage is hereby released and the same hereby created acknowledged. Is witness my hand, this 16th day of January, 1951.
Baldwin State Bank
C. B. Rutledge, President
Baldwin, Kansas
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