

42695 BOOK 99

MORTGAGE-Standard Form

(No. 321)

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

This Indenture,Made this 30th day of JanuaryA.D. 1951 between Victor H. Hildyard and Vivian A. Hildyard, 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 Five Thousand 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 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 Twenty-eight (28) and Twenty-nine (29) on Ninth Street in the City of Baldwin City, County of Douglas, State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Victor H. Hildyard and Vivian A. Hildyard 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 inalienable estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of Five Thousand and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Victor H. Hildyard and Vivian A. Hildyard 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 overplus, if any there be, shall be paid by the party making such sale, on demand, to said

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

Victor H. Hildyard (SEAL)
Vivian A. Hildyard (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS,

County of Douglas

Be It Remembered, That on this 30th day of January A.D. 1951, before me C. B. Butell, a Notary Public

in and for said County and State, came Victor H. Hildyard and Vivian A. Hildyard, husband and wife

to me personally known to be the same person 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 19 52

Notary Public

Recorded February 2, 1951 at 11:45 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 10 day of March A. D. 1952.

(Corp. Seal)

Baldwin State Bank
C. B. Butell Pres.

This release was written on the original mortgage entered this day of March 1952

David A. Beck
John A. Silver

David A. Beck Register of Deeds.