

44443 BOOK 100

MORTGAGE—Standard Form

(No. 52 B)

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**This Indenture,** Made this 1st day of September  
A. D. 19 51 between Earnest P. Sherlock and Marcena F. Sherlock, 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 ies of the first part, in consideration of the sum of  
One Thousand Five Hundred & 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 y 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 South Eighty-Six (86) feet of Lots Nos. Seventy-Seven (77),  
Seventy-Nine (79), and Eighty-One (81) on Indiana Street, in  
the City of Baldwin City, Kansas

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 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 One Thousand Five Hundred & 00/100  
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 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 surplus, if any there be, shall be paid  
by the part y making such sale, on demand, to said parties of the first part, their

heirs and assigns

In Witness Whereof, The said part ies 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

Earnest P. Sherlock (SEAL)  
Marcena F. Sherlock (SEAL)

STATE OF KANSAS,  
Douglas

County ss.



Be It Remembered, That on this 1st day of September A. D. 19 51  
before me, Hale Steele

in and for said County and state, came Earnest P. Sherlock and  
Marcena F. Sherlock, 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 December 12 19 51

Hale Steele  
Notary Public

Notary Public

This instrument  
was written  
on the original  
mortgage

being 30 day  
of April 1952

Shirley A. Dick

Recorded September 5, 1951 at 11:25 A.M.

Release

This note herein described having been paid in full this mortgage is hereby released,  
and the same thereby created discharged. And Witness my hand this 20th day  
of April 1952

Attest: Hale Steele (Cyp. Seal)  
Cashier

Baldwin State Bank  
A. J. Pettit President