

44908 BOOK 103

MORTGAGE-Standard Form

(No. 53 B)

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

**This Indenture,**Made this 12th day of OctoberA. D. 19 51, between Leland E. Elts and Margaret E. Elts, his wifeof Baldwin, in the County of Douglas and State of Kansas  
of the first part, and Charles R. Whitley

of the second part.

Witnesseth, That the said part 1st of the first part, in consideration of the sum of FIFTEEN HUNDRED & No/100 ----- DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold and by these presents do grant, bargain, sell and Mortgage to the said part y of the second part his 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 Lot Seventy Nine (79), Baker Street,  
Baldwin, 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 parties of the first partdo 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 excepting one certain mortgage in the amount of \$5000.00 to Ottawa Building and Loan Association, Ottawa, Kansas

This grant is intended as a mortgage to secure the payment of Fifteen Hundred & No/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 said note to bear interest at the rate of five percent per annum

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 his 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 1st making such sale, on demand, to said parties of the first part their heirs and assigns

In Witness Whereof, The said part 1st of the first part ha ve hereunto set their hand & seal the day and year first above written.

Signed, Sealed and delivered in presence of

Leland E. Elts (SEAL)  
Margaret E. Elts (SEAL)

STATE OF KANSAS,

FRANKLIN DOUGLAS

County ) ss.

Be It Remembered, That on this 12th day of October A. D. 19 51before me, C. W. Betts, a Notary Publicin and for said County and state, came Leland E. Elts and Margaret E. Elts, 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

April 28

1953

C. W. Betts

Notary Public

Recorded October 16, 1951 at 10:30 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 21st day of June 1953

Charles R. Whitley  
Charles R. Whitley

Harold A. Beck Register of Deeds

This release was filed on the original mortgage of date October 12, 1951

Harold A. Beck  
Register of Deeds