

MORTGAGE RECORD NO. 55.

This Indenture, Made this 20<sup>th</sup> day of January in the year of our Lord one thousand nine hundred and twenty, between W. J. Russell and Sarah J. Russell, husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and W. M. Clark, Guardian of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part one 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: Commencing at a point 11 feet East of the Northwest corner of Lot Thirty-four (34) on Fifth Street, thence South fifty feet (50'), thence East Two (2) feet, thence South to Middle of Lot Thirty-six (36), thence East to the East line of Lot Thirty-six (36), thence North to the North-East corner of Lot Thirty-four (34), thence West to place of beginning. All in Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part one of the first part therein. And the said W. J. Russell and Sarah J. Russell 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 the sum of Four Hundred Dollars according to the terms of one certain note this day executed and delivered by the said W. J. Russell and Sarah J. Russell to the said part one of the second part due in three years with 7% interest payable semi-annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 one 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part one of making such sale, on demand, to said W. J. Russell his heirs and assigns.

IN WITNESS WHEREOF, The said part one of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of W. J. Russell (SEAL) Sarah J. Russell (SEAL)

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 20<sup>th</sup> day of Jan, A. D. 1920, before me, Ethel Ziff a Notary Public in and for said County and State, came W. J. Russell and Sarah J. Russell, husband and wife to me personally known to be the same person who executed the foregoing instrument 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 Aug. 7, 1929 Ethel Ziff Notary Public.

Filed for Record the 17<sup>th</sup> day of March - A. D. 1920, at 2<sup>40</sup> o'clock P. M. Ethel Northrup Register of Deeds. Edaine Walton Deputy.

This instrument is recorded on the original instrument of the mortgagee and the mortgagee has been paid in full, this mortgage is hereby released and the County Clerk is hereby notified to discharge the same. A. D. 1920

W. M. Clark, Guardian

Recorded April 6<sup>th</sup> 1920

Ethel Northrup

Register of Deeds