

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Charles A. Kalb and Edna Kalb, his wife, of the city of Baldwin, of the County of Douglas and State of Kansas party of the first part, in consideration of the sum of eleven hundred (\$1100) and no/100 Dollars, to them paid by Mrs. Emma C. Gander, party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain and sell unto said second party, and their executors, administrators and assigns, all of the following articles of personal property situated in the County of Douglas and State of Kansas, to-wit:

1 one story frame building located on lot 96 King Street Baldwin City, Kansas.
1 Town lot (50 by 150) no ninty six (96) on King Street Baldwin City, Douglas County, Kansas.

All of said property is now in the possession of said parties of the first part on his premises in said City of Baldwin, Palmyra Township, Douglas County, and state of Kansas, in good condition, free and clear of all incumbrance.

Provided always, and these presents are upon this express condition, that if said parties of the first part shall pay or cause to be paid, unto the said party of the second part, or to their executors, administrators, or assigns, the aforesaid sum of eleven hundred (\$1100) and no/100 Dollars, according to the terms of a certain promissory note of even date herewith and payable One year after date (April 1st 1918) at Peoples State Bank, Baldwin, Kansas, with interest thereon at the rate of 8 per cent. per annum, from April 1st, 1918, and which note the said party of the first part hereby agrees to pay, then these presents and everything herein contained shall be void anything herein contained to the contrary, notwithstanding. And it is hereby mutually covenanted and agreed between the parties hereto that if default be made in payment of said sum of money or any part thereof, or the interest thereon according to the tenor and effect of said note when the same becomes due and payable, or upon failure to conform to or comply with any of the conditions or agreements, herein mentioned, then the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof become due and payable at once without notice. And it is further agreed that in case of sale or disposal, or attempt to sell or dispose of the goods and chattels hereby mortgaged, or removal of or attempt to remove the same from the county aforesaid or an unreasonable depreciation in value, or if from any cause the security shall become inadequate, or the party of the second part shall deem himself insecure then and thenceforth it shall be lawful for the said party of the second part, his executors administrators or his assigns or his authorized agent, to enter upon the premises of the said party of the first part, or any other place or places wherein said goods and chattels aforesaid may be, to remove and dispose of the same and all the equity of redemption of the said party of the first part at public auction or private sale, to the person or persons who shall offer the highest price for same, and out of the avails thereof to retain the full amount of said obligation with interest thereon, according to the conditions thereof, together with all reasonable cost and expenses attending the same rendering to said party of the first part or his legal representatives, the surplus money (if any there shall be), anything herein to the contrary notwithstanding. And until default be made as aforesaid, or until such time as the said party of the second part shall deem himself insecure as aforesaid, the said party of the first part to continue in the peaceable possession of all the said goods and chattels, all of which in consideration thereof, he engages shall be kept in as good condition as the same now is, and taken care of at his expense, and if from any cause said property shall fail to satisfy said debt and interest aforesaid, said party of the first part hereby agree to pay the deficiency.

In witness whereof, the said parties of the first part, have hereunto set their hands this 6th day of April, in the year of our Lord nineteen hundred and eighteen.

Signed sealed and delivered
in presence of L. L. Moss,

Charles A. Kalb, (SEAL)
Edna Kalb, (SEAL)

AFFIDAVIT OF OWNERSHIP.

State of Kansas,)
Douglas County,) ss.

To obtain the within credit Charles A. Kalb being first duly sworn says that he is at this time the lawful owner of the property described and included in the within instrument of writing, and that he has full power to sell or mortgage the same and give clear title; and that there are no chattel Mortgages or Liens upon said property.

Chas A. Kalb,
Subscribed to in my presence, and sworn to before me, this 6th day of April 1918.

(L.S.)

Chas. E. Moss,
Clerk District Court.

State of Kansas,)
Douglas County,) ss.

On this 6th day of April A. D. 1918, appeared before me the undersigned clerk of the District Court, County and State aforesaid, Charles A. Kalb and Edna Kalb, known to me to be the parties who signed the within mortgage and acknowledged the same to be their free act and deed, for the purposes therein set forth.

Witness my hand and official seal at Lawrence Kansas, this 6th day of April, A. D. 1918.

(L. S.)

Chas. E. Moss,
Clerk District Court.

Recorded April 8, 1918,
At 8:25 o'clock A.M.

Estelle M. Nourschup
Register of Deeds,
Nourschup
Deputy.

The following is endorsed on the original instrument
Know all Men By These Presents That Emma C. Gander the party within named
has hereby acknowledged full payment of the note by the foregoing mortgage secured
and authentic the Register of Deeds of Douglas County Kansas to discharge the
same of record
By Witness Whereof, I have hereunto set my hand on this 21st day of February
A.D. 1919.
Miss Emma C. Gander

Recorded Feb. 22nd 1919

Estelle M. Nourschup
Register of Deeds