

MORTGAGE.

This indenture, Made this 26th day of November 1919 between Joseph Hughes and Hughes, his wife of Baldwin City, Douglas County, in the state of Kansas of the first part, and The Baldwin State bank of Baldwin City, Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Hundred Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

The North half (N¹/₂) of Lots Fifty six (56) Fifty eight (58); Sixty (60) sixty two (62) Sixty four (64) and Sixty six (66) on Elm Street Baldwin City, County and State aforesaid.

To have and to Hold the Same, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, forever Provided, Always, and these presents are upon this express condition, that whereas said Joseph Hughes and Hughes have this day executed and delivered certain promissory notes to said party of the second part, for the sum of Six hundred Seventy Six & no/100 Dollars, bearing even date herewith, payable at Baldwin State Bank, Baldwin City, Ks. Kansas, in equal installments of Sixteen Dollars, each, the first installment, payable on the 1st day of January 1920, the second installment on the 1st day of February 1920, and one installment of the 1st days of each month thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said Joseph Hughes and Hughes shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and ha. good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators, shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Attest:

Joe Hughes,
Mrs. Miriam Hughes,

State of Kansas,)
County of Butler,) ss.

Be it remembered, That on this 29 day of November A.D. 1919, before me Roy W. Morris a Notary Public in and for said county and State came Joe Hughes and Miriam Hughes to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In witness whereof, have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 5, 1923.

(L.S.)

Roy W. Morris,
Notary Public.

Recorded December 6, 1919,
At 9:40 o'clock A.M.

Estell Northrup,
Register of Deeds,
Ferns Glau,
Deputy.

Recorded

Aug 31st 1923.

Register of Deeds.

The following is enclosed on the original instrument.
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 22nd day of August A.D. 1923
Attest:
Roy W. Morris, Notary Public
Wm. Glau, Clerk