

MORTGAGE RECORD NO. 58

35

This Indenture, Made this 14th day of September in the year of our Lord nineteen hundred and eighteen between Jos. A. Latham and Fay B. Latham, his wife, of Baldwin in the County of

Douglas and State of Kansas, of the first part, and The Peoples State Bank of Baldwin, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Twenty-one hundred & No 400 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 party of the second part their 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 West one half of Lot one hundred six (106), and the North half of Lot one hundred eight (108), one hundred ten (110) and one hundred twelve (112) Lincoln Street, Baldwin, 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 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 Twenty-one hundred & No 400 Dollars according to the terms of a certain note this day executed and delivered by the said parties of the first part to the said party 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 party 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Jos. A. Latham (SEAL)
Fay B. Latham (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 14th day of September A. D. 1918, before me, Eva Haynes a Notary Public in and for said County and State, came Jos. A. Latham and Fay B. Latham, his wife

(P.P.)

giving 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 Feb. 20, 1922 1922 Eva Haynes Notary Public.

Filed for Record the 16 day of October A. D. 1918, at 9:00 o'clock A.M.
Estelle Neuhaupt Register of Deeds
Irma Glaser Deputy.

This mortgage is subject to the provisions of the Act of March 1, 1909, Chapter 101, Laws of Kansas, relating to the recording of mortgages. As witness my hand this 20th day of February, A. D. 1918.
 Eva Haynes
 Notary Public
 Douglas County, Kansas
 Recorded July 24 1921
 Estelle Neuhaupt
 Register of Deeds