

MORTGAGE RECORD NO. 58

This Indenture, Made this 16 day of October in the year of our Lord thirteen hundred and eighteen between George Baker and Louisa Baker, his wife, of the City of Lawrence in the County of Douglas and State of Kansas, of the first part, and Marguerite Boardman of the second part:

WITNESSETH That the said parties 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 sold, and by these presents u grant, bargain, sell and mortgage to the said party 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: beginning at a point located north of the southeast corner of the southwest quarter of the southwest quarter of section 23, Township 12, Range 22, thence running east 13 rods, thence north 23 rods, thence west 13 rods to the west line of Block 22 in the City of Lawrence; thence south 34 rods, bounding on said west line of Block 22; thence east 13 rods to place of beginning. Also beginning 1 1/4 rods north of the southeast corner of the northwest quarter of the southwest quarter of section 23, Township 12, Range 22, thence running east 22 rods, bounding on said north line of Block 22; thence south 34 rods, thence east through said Block 22 eight rods to place of beginning, being in the City of Lawrence, said County and State.

The mortgagor agree to keep the buildings on premises insured against fire, lightning and windstorm to the extent of their insurable interest, in a company or companies approved by said mortgagee, with mortgage clause attached making same payable to said mortgagee, or assigns, as interest may appear, and failing to do so, the mortgagee may have same insured and the cost of so doing added to the mortgage to draw interest with paid at 10%.

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 owners 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 parties of the first part to the said party of the second part payable two years after date with interest thereon according to the terms of said note and coupons thereto attached

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 party 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 sale, and the surplus, 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

Jennie Thirt

George Baker

Louisa Baker

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 16 day of October A. D. 1912, before me,

Jennie Thirt

a Notary Public in and for said County and State, came

George Baker and Louisa Baker, his 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 30 March 1920 Jennie Thirt Notary Public.

Filed for Record the 17 day of October A. D. 1912, at 10:25 o'clock A.M.

Estlin Norcross Register of Deeds

James T. ... Deputy.

The following is endorsed 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 11 day of February A. D. 1916

Marguerite Boardman
Attest:
Jennie Thirt
Register of Deeds

Recorded Feb. 11 1916
Geo. B. Boardman
Register of Deeds

The following is endorsed on the original instrument.

There is no record of this mortgage in the office of the Register of Deeds of Douglas County, Kansas, as witness my hand this 11 day of February A. D. 1920
This mortgage created discharged.

Recorded Oct. 25 1920
Estlin Norcross