

MORTGAGE RECORD NO. 58

This Indenture, Made this 10th day of December in the year of our Lord one thousand eight hundred sixteen, between A. A. LeMaster and Beulah F. LeMaster, husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and L. A. Deel of the second part:

WITNESSETH That the said part one of the first part, in consideration of the sum of

One Thousand and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have not sold, and by these presents do not grant, bargain, sell and mortgage to the said part of 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: The South Twenty Six (26) feet of Lot Thirty Six (36) and all of Lots Thirty Seven (37) Thirty Eight (38), Thirty Nine (39), and Forty (40) on Fifth Street, 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 A. A. LeMaster and Beulah F. LeMaster 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 One Thousand (\$1000.00) dollars according to the terms of note certain note this day executed and delivered by the said A. A. LeMaster and Beulah F. LeMaster to the said part of of the second part The first note of \$150.00 is due 3 years from date, and \$150.00 each year thereafter, except the last note is for \$250.00 all bearing 7 1/2% from date. 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 of 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 overplus, if any there be, shall be paid by the part of making such sale, on demand, to said A. A. LeMaster and Beulah F. LeMaster, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

A. A. LeMaster (SEAL)
Beulah F. LeMaster (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of December A. D. 1918, before me,

J. C. Wise a Notary Public in and for said County and State, came A. A. LeMaster and Beulah F. LeMaster, his wife,

(L.S.) to me personally known to be the same person as 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 October 25th 1921

Filed for Record the 30th day of Dec. A. D. 1918, at 5:00 o'clock a.M.

Estelle D. Mathews Register of Deeds
Deputy.

The following is contained on the original instrument:
The note herein secured by this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 13th day of Dec. A. D. 1926

Attest:

Recorded Dec. 16th 1926
J. E. Wellman
Register of Deeds

In consideration of full payment of the within mortgage I hereby release the same this

ATTEST:
Estelle D. Mathews
Register of Deeds