

MORTGAGE RECORD NO. 58

This Indenture, Made this 1st day of February in the year of our Lord nineteen hundred nineteen between Charles S. Haas and Minnie Haas, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of One Thousand 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 to successors 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:

Lot 150, 152, 154, 156, 160, 162, 164, 166, and 168 on Chapel Street Baldwin City, Kansas, and Lot 119, 121, 123, 125, 127, 129, 131, 133, 135 and 137, on Dearborn Street, Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles S. Haas and Minnie Haas, his wife 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 inalienable 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 Dollars according to the terms of one certain note this day executed and delivered by the said Charles S. Haas and Minnie Haas to the said party of the second part due in three years with eight percent payable semi-annually

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 successors 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 party making such sale, on demand, to said Charles S. Haas his 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 Charles S. Haas (SEAL) Minnie Haas (SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 20 day of Feb A. D. 1919, before me, A. M. Black a Notary Public in and for said County and State, came Charles S. Haas and Minnie Haas, 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 May 15 1919 A. M. Black Notary Public.

Filed for Record the 21 day of Feb A. D. 1919, at 11:20 o'clock A. M. Estelle Nordhus Register of Deeds Ferne Flora Deputy.

Recorded May 6 1922.
 Estelle Nordhus, Register of Deeds.
 Feme Flora, Deputy.
 This mortgage is subject to the original instrument.
 The same is hereby described having been released and the same is hereby described having been released and the same is hereby described having been released.
 At witness my hand and seal this 22nd day of May, A. D. 1922.
 Feme Flora, Deputy.
 Estelle Nordhus, Register of Deeds.