

MORTGAGE RECORD NO. 58

This Indenture, Made this 28th day of February in the year of our Lord nineteen hundred nineteen between Edward Shaw and Emmy Shaw his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Alfred Baker of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Four Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by these presents do 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 Southwest quarter of the Northwest quarter and the North one hundred acres of the Southwest quarter of Section Twenty-two (32) Township Twelve (12) South, Range Nineteen (19) East of the Sixth (6th) Principal Meridian

with all the appurtenances, and all the estate, title and interest of the said part ies 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 s of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances with the exception, however, of certain liens of record in favor of the Harrow Mortgage Company, of Emporia, Kansas. This Grant is interled as a Mortgage to secure the payment of the sum of Four Thousand dollar

according to the terms of one certain Note this day executed and delivered by the said Edward Shaw and Emmy Shaw his wife to the said part of 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 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 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 part ies making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha ve hereunto set their hand s and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. W. McKen Edward Shaw (SEAL.)
Lawrence H. Emmy Shaw (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1919, before me,

C. W. McKen a Notary Public in and for said County and State, came Edward Shaw and Emmy Shaw his wife

(L.S.)

to me personally known to be the same person s 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 December 17 1922 C. W. McKen Notary Public.

Filed for Record the 1st day of March A. D. 1919, at 3³⁵ o'clock P. M.

Estelle D. Pitts Register of Deeds
Deputy.

One dollar fee to be paid on the original instrument.
This mortgage is hereby acknowledged to have been paid in full, this mortgage is hereby released and the same is hereby discharged. As witness my hand this 28th day of February, A. D. 1919.

Alfred Baker

Edw. Shaw

Recorded Mar. 1st 1920

Estelle D. Pitts
Register of Deeds.