

MORTGAGE RECORD NO. 58

This Indenture, Made this 20th day of May in the year of our Lord nineteen hundred nineteen between Myra B Taylor and Hewitt Taylor husband and wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Samuel Cardner of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Three hundred & no/100 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 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: Lot ninety-one (91) and the South half of Lot Ninety-Three (93), Ninety-five (95) and Ninety-seven (97) Baker 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 owners of the premises, above granted, and seized of a good and indefensible 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 Three hundred and no/100 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 due three years after date with interest at the rate of 5% per annum 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, 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 parties of the first part 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

Myra B. Taylor (SEAL)
Hewitt Taylor (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 20th day of May A. D. 1919, before me,

J. B. Rose a Notary Public in and for said County and State, came Myra B. Taylor and Hewitt Taylor, husband and wife to me personally known to be the same persons 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 March 28 1921

J. B. Rose Notary Public.

Filed for Record the 26 day of May A. D. 1919, at 9 05 o'clock AM.

Estelle Morschupf Register of Deeds
Ferne Flora Deputy.

The following is enforced 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 27th day of Feb A. D. 1920 Samuel Cardner Notary of Deeds

Recorded Feb. 27 1920

Geo. C. Wellman Register of Deeds