

MORTGAGE RECORD NO. 58

This Indenture, Made this 23 day of May in the year of our Lord nineteen hundred nineteen between L. H. Foster and Minnie E. Foster, his wife, of Baldwin in the County of Douglas and State of Kansas, of the first part, and Allie H. Quayle 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 her 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 Number Seventy Eight (78) 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 L. H. Foster Minnie E. Foster 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 Dollars according to the terms of 5 certain notes this day executed and delivered by the said L. H. Foster - Minnie E. Foster to the said party 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 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, 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 party making such sale, on demand, to said first parties their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of L. H. Foster (SEAL.) Minnie E. Foster (SEAL.)

STATE OF KANSAS, Neosho County } ss.
BE IT REMEMBERED, That on this 7th day of July A. D. 1919, before me, J. L. Taylor a Notary Public in and for said County and State, came L. H. Foster and Minnie E. Foster, 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 2/26 1923 J. L. Taylor Notary Public.

Filed for Record the 29 day of Sept A. D. 1919, at 4³⁵ o'clock P.M. Estelle Northrup Register of Deeds Ferne Flood Deputy.