

## MORTGAGE RECORD NO. 58

The following is endorsed on the original instrument:  
 The note here in described having been paid in full, this mortgage is hereby  
 released and the lien thereby created is hereby  
 As witness my hand this 18 day of Sept 1923  
Wm. Clark  
Wm. Clark

(Seal)  
 (Seal)

Received September 19 1923  
Geo. E. McElman  
 Register of Deeds

This Indenture, Made this 2<sup>d</sup> day of December in the year of our Lord  
nineteen hundred nineteen between James A Mc Pheters and  
Clara M Mc Pheters, 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 part 1<sup>st</sup> of the first part, in consideration of the sum of  
Seventeen hundred DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain,  
 sell and mortgage to the said part 2<sup>d</sup> of the second part its 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:

The West half of the South half (24<sup>th</sup> of S<sup>2</sup>) of the South East  
Quarter (SE<sup>4</sup>) of Section Twenty Three (23) Township Fourteen (14)  
Range Twenty (20) County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said  
James A Mc Pheters and Clara M Mc Pheters  
 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 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  
Seventeen hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said James A Mc Pheters and Clara M Pheters to the said part 2<sup>d</sup> of the second part  
due in five years with 7% interest payable semiannually

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 inter-  
 est 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 2<sup>d</sup> 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 sales, and the overplus, if any there  
 be, shall be paid by the part 2<sup>d</sup> making such sale, on demand, to said James A Mc Pheters and Clara  
M Mc Pheters their heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part have well hereunto set their hands and seal  
 the day and year first above written.

Signed, Sealed and Delivered in the presence of

James A Mc Pheters (SEAL)  
Clara M Pheters (SEAL)  
 (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 2<sup>d</sup> day of Dec A. D. 1923, before me,  
Wm. Clark a Notary Public in and for said County and State, came  
James A Mc Pheters and Clara M Pheters,  
his 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 May 15 1923

Wm. Clark Notary Public.  
Estelle Norchrup Register of Deeds  
Ferns Sloan Deputy.

Filed for Record the 6 day of Dec A. D. 1923 at 9<sup>30</sup> o'clock A.M.