

MORTGAGE RECORD NO. 58

the year of our Lord
in the County of
of the second part:
of the sum of
DOLLARS,
grant, bargain,
et or parcel of land
in
Lawrence,
insured
is incurable
gages with
gages
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added
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sum of
of the second part
of the
rt thereof, or inter-
nt shall become due
and assigns, at any
s arising from such
erplus, if any there
and seal
(SEAL)
(SEAL)
(SEAL)
1920, before me,
ty and State, came
a wife
nally known to be
of the same,
in the day and year
ary Public.
clock: A.M.
Register of Deeds
Deputy.

The following is endorsed 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 15th day of February, 1922.
Attest: (Comp)
W. M. Clarke
Notary Public
Recorded 2-18 1922
J. M. Clarke
Register of Deeds
J. M. Clarke
Deputy

This Indenture, Made this 10th day of January in the year of our Lord
nineteen hundred Twenty between Martha J. McCurdy, a
single woman
Douglas and State of Kansas, of the first part, and The Baldwin City
Cemetery Company of the second part:

WITNESSETH That the said part ix of the first part, in consideration of the sum of
Two hundred DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain,
sell and mortgage to the said part y 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: Lots Ninety Seven and
Ninety Nine on Chapel Street, Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Martha J. McCurdy
do hereby covenant and agree that at the delivery hereof she is 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
Two hundred dollars
according to the terms of one certain note this day executed
and delivered by the said Martha J. McCurdy to the said part y of the second part
due in 2 years with 7% interest payable annually.

and this conveyances 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 y 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 y making such sale, on demand, to said Martha J. McCurdy her
heirs and assigns.

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

Signed, Sealed and Delivered in the presence of
W. M. Clarke Martha J. McCurdy (SEAL)
Hope T. Clarke (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of Jan A. D. 1922, before me,
W. M. Clarke a Notary Public in and for said County and State, came
(L.S.) Martha J. McCurdy, a widow
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 1922 W. M. Clarke
Notary Public.

Filed for Record the 14th day of Jan A. D. 1922 at 8:15 o'clock A.M.
E. M. Clarke Register of Deeds
Deputy.

PEOPLES STATE BANK