

MORTGAGE RECORD NO. 58

This Indenture, Made this 18th day of February in the year of our Lord nineteen hundred twenty between Henry Rehe and Edith Rehe, his wife of Douglas 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 parties of the first part, in consideration of the sum of Three 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 its 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:

North East Quarter of Section Eighteen (18) Township Fourteen (14) Range Twenty one (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry Rehe and Edith Rehe 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 except a first mortgage of \$5000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand according to the terms of one certain note this day executed and delivered by the said Henry Rehe and Edith Rehe to the said party of the second part due on or before one year after date with 7% interest

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, 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Henry Rehe and Edith Rehe their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Henry Rehe (SEAL)
Edith M. Rehe (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18 day of February A. D. 1920, before me, H. M. Clark a Notary Public in and for said County and State, came Henry Rehe and Edith Rehe, 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 May 15 1923 H. M. Clark Notary Public.

Filed for Record the 19 day of Feb A. D. 1920, at 11:00 o'clock 2 P. M.
Estelle Warchamp Register of Deeds.
Turner Horan Deputy.

Recorded Aug 29th 1921
Estelle Warchamp
Register of Deeds
Douglas County
The Baldwin State Bank
Wm. Clark Cash
(Comp. Seal)

This mortgage is intended as a mortgage to secure the payment of the sum of \$5000.00 and interest thereon. If the same is not paid in full, this mortgage is hereby released and the sum of \$5000.00 and interest thereon shall be paid to the holder hereof.