

MORTGAGE RECORD NO. 58

This Indenture, Made this 6th day of March in the year of our Lord nineteen hundred twenty between Ferdinand N. Hinters and Mary E. Hinters, his wife of Baldwin City in the County of Douglas and State of Kansas, of the first part, and R. E. Haskins, of Baldwin City, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four Hundred 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:

lots 1-2-3-10-11-12, block 91 in Palmyra addition to the city of 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 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 Four Hundred Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part For a term of two years, drawing 8% interest payable 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, 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 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 party making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Ferdinand Hinters (SEAL)
Mary E. Hinters (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 6th day of March A. D. 1922, before me, J. T. Trumbull a Notary Public in and for said County and State, came Ferdinand N. Hinters and Mary E. Hinters his wife to me personally known to be the same 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 July 28th 1923 J. T. Trumbull Notary Public.

Filed for Record the 8 day of March A. D. 1922, at 8:52 o'clock A.M.
Estelle Nashrop Register of Deeds
Ferne Flora 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 10 day of March A. D. 1922

R. E. Haskins

Recorded March 7 3 - 1922

R. E. Haskins

Register of Deeds