

MORTGAGE RECORD NO. 58

This Indenture, Made this first day of September in the year of our Lord nineteen hundred twenty between Oren M. Hindman and Nora Hindman, his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and E. V. Wood of the second part:

WITNESSETH That the said part us of the first part, in consideration of the sum of Fifteen hundred & no/100 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 part y 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: The North fifty-five (55) feet of Lot Eighty-six (86) less East ten (10) feet thereof; and the North fifty-five (55) feet of Lots Eighty-seven (87) Eighty-eight (88) and Eighty-nine (89); all on Dearborn Street, in Baldwin City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part us 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 owner s 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 Fifteen hundred & no/100 Dollars according to the terms of a note certain note this day executed and delivered by the said parties of the first part to the said part y of the second part due one year after date with interest from date at 7% per annum.

and these 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, 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 part y making such sale, on demand, to said the parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Oren M. Hindman (SEAL)
Nora Hindman (SEAL)
(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 1st day of September A. D. 1920, before me, the undersigned a Notary Public in and for said County and State, came Oren M. Hindman and Nora Hindman 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 March 28th 1921 J. B. Rose Notary Public,
Filed for Record the 2nd day of Sept A. D. 1920, at 11:45 o'clock P. M.
Estelle P. Huthrup Register of Deeds
Deputy.

This instrument is recorded on the original instrument. The same herein described having been paid in full, this mortgage is hereby released and the same is hereby acknowledged. A. D. 1922. As witness my hand this 1st day of September.

The People's State Bank
(by its) At: Hesperian

Recorded Jan. 5th 1922
Estelle P. Huthrup
Register of Deeds
For Assignment See Book 112, Page 252

PEOPLES STATE BANK