

MORTGAGE RECORD NO. 58

This Indenture, Made this Seventh day of September in the year of our Lord nineteen hundred twenty between John H. Griffin and Martha Griffin, his wife, of Baldwin in the County of Douglas and State of Kansas, of the first part, and Delia O'Donnell of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Two thousand & no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 West Fifteen (15) feet of Lot One hundred four (104) and all of Lot One hundred five (105), High Street, Baldwin City, 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 Two thousand & no/100 Dollars according to the terms of two certain promissory notes this day executed and delivered by the said parties of the first part to the said part y of the second part \$1000.00 due one year from date and \$1000.00 due two years from date with interest from date at the rate of 7% per annum, 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 part y 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 part y making such sale, on demand, to said the parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part ha ve herunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of John H. Griffin (SEAL) Martha Griffin (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 7th day of September A. D. 1922, before me, the undersigned a Notary Public in and for said County and State, came John H. Griffin and Martha Griffin, his wife to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

(P.S.) In Witness Whereof I have herunto subscribed my name and affixed my official seal on the day and year last above written

My Commission Expires March 29th 1926 J. B. Rose Notary Public.

Filed for Record the 11 day of Sept A. D. 1922 at 11:08 o'clock A.M. Estlin Northrup Register of Deeds Lerna Flora Deputy.

Recorded Aug 13 1922  
John H. Griffin  
Martha Griffin  
Delia O'Donnell