

MORTGAGE RECORD NO. 58

The following is a true and correct copy of the original instrument.
This note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this 8th day of Dec. 1924
J. B. Halliday
Register of Deeds

Recorded Dec 10th 1924
J. B. Halliday
Register of Deeds

Dec 8th 1924
J. B. Halliday
Register of Deeds

This Indenture, Made this 2nd day of October in the year of our Lord
nineteen hundred twenty four, between Joseph A. Halliday and Ella
F. Halliday, his wife, of Baldwin City in the County of
Douglas and State of Kansas, of the first part, and
Baldwin State Bank, of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of

Six hundred
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 2nd of the second part their 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 half of Lot Two hundred Two (202) and all of
Lot Two hundred Four (204) on High Street and the West half
of lot Two hundred Twenty Nine (229) and all of lot Two
hundred Thirty one on Indiana Street All in Bogard's addition
to Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Joseph A. Halliday and Ella F. Halliday
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
Six hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said Joseph A. Halliday and Ella F. Halliday to the said part 2nd of the second part
due in two years with 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 part 2nd 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 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 2nd making such sale, on demand, to said Joseph A. Halliday and Ella F. Halliday, 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

Joseph A. Halliday (SEAL)
Ella F. Halliday (SEAL)

STATE OF KANSAS,

Douglas County ss.
BE IT REMEMBERED, That on this 2nd day of October A. D. 1924, before me,

J. M. Black a Notary Public in and for said County and State, came Joseph A. Halliday and Ella F. Halliday, his wife, to me personally known to be the same persons 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 1925 J. M. Black Notary Public.

Filed for Record the 4 day of October A. D. 1924, at 11:20 o'clock A. M.
Estelle Northrup Register of Deeds
Ferne Flora Deputy.

The following is a true and correct copy of the original instrument.
This note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.

Recorded April 24th 1925
J. B. Halliday
Register of Deeds