

MORTGAGE RECORD NO. 58

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This Indenture, Made this 11th day of April in the year of our Lord nineteen hundred nineteen between Hattie Bishop and J. H. Bishop her husband of Texas City in the County of Wyandotte and State of Kansas, of the first part, and The Baldwin State Bank of Baldwin, Kansas of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Four hundred fifty 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 successors heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to wit:

Lot Number Seventy Three (73) on Elm street, Baldwin City,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Hattie Bishop and J. H. Bishop 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 fifty Dollars according to the terms of one certain note this day executed and delivered by the said Hattie Bishop and J. H. Bishop to the said party of the second part due in three years with 8% interest from date.

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, heirs, 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 party of the first part making such sale, on demand, to said Hattie Bishop and J. H. Bishop their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Hattie Bishop (SEAL)
J. H. Bishop (SEAL)

STATE OF KANSAS,

County ss.

BE IT REMEMBERED, That on this 14 day of April A. D. 1920, before me,

Bessie Ewell a Notary Public in and for said County and State, came Hattie Bishop and J. H. Bishop

(Jessie Ewell
Wyandotte Co
L.S.)

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 Oct 1920 1922

Bessie Ewell Notary Public.

Filed for Record the 4 day of Oct A. D. 1920, at 11:25 o'clock A.M.

Estelle Northrup Register of Deeds
Ferne Eliza Deputy.

The following is confirmed on the original instrument referred and the lien thereby created discharged. As witness my hand this 23 day of April A. D. 1920 The State Bank at Baldwin Wyandotte Co

Recorded April 24 1920 J. E. Wellman Register of Deeds

PEOPLES STATE BANK