

MORTGAGE RECORD NO. 58

This Indenture, Made this 24th day of September in the year of our Lord nineteen hundred twenty between Jerry Curtiss and Gladys D. Curtiss his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Fifteen 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 its successors 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 half of Lot Numbered Fifty Four (54) Fifty five (55) and Fifty six (56) on Orange Street And Lot One hundred Eighty Two (182) and One hundred eighty four (184) High Street and Lot Two hundred nine and two hundred eleven on Indian a Street all in Hogan's Addition to 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 Jerry Curtiss and Gladys D. Curtiss his wife 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 Fifteen hundred -- according to the terms of one certain note this day executed and delivered by the said Jerry Curtiss and Gladys D. Curtiss to the said party of the second part due in one year with 8% interest

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 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 Jerry Curtiss and Gladys D. Curtiss 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

Jerry Curtiss (SEAL)

Gladys D. Curtiss (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 24th day of Sept A. D. 1920, before me, H. M. Clark a Notary Public in and for said County and State, came Jerry Curtiss and Gladys D. Curtiss 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 May 13 1923

H. M. Clark

Notary Public.

Filed for Record the 20 day of Oct A. D. 1920, at 11⁵² o'clock A.M.

Estelle Northrup Register of Deeds

Gene Flanagan Deputy.

This Indenture is returned to the original borrower(s) if they have been deceased having been paid in full, this mortgage is hereby released and the money is returned. As witness my hand this 12th day of Nov, A. D. 1922.
The Baldwin State Bank
Wm Clark and
Coop. Ind

Recorded Apr 13 1921
Estelle Northrup
 CLERK OF DEEDS

In consideration of full pay

ATTEST