

MORTGAGE RECORD NO. 58

This Indenture, Made this Twentieth day of October in the year of our Lord nineteen hundred twenty between W. E. Faucher and Elizabeth H. Faucher of Kansas City in the County of Jackson and State of Kans. of the first part, and E. L. Lorman of the second part:

WITNESSETH That the said part is of the first part, in consideration of the sum of Five hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have we sold, and by these presents do we 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 Ninety (90) feet of Lots A and B, on Grove St., in Baldwin City, Kansas, as per recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part is of the first part therein. And the said W. E. Faucher and Elizabeth H. Faucher do hereby covenant and agree that at the delivery hereof that they the lawful owner 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 Five hundred (500) Dollars according to the terms of one certain promissory note this day executed and delivered by the said W. E. Faucher and Elizabeth H. Faucher to the said part y of the second part

and this 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, 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 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 is making such sale, on demand, to said their heirs and assigns.

IN WITNESS WHEREOF, The said part is 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 W. E. Faucher (SEAL) Elizabeth H. Faucher (SEAL)

STATE OF KANSAS, Douglas County ss.

BE IT REMEMBERED, That on this 21 day of Oct. A. D. 1920, before me, The undersigned a Notary Public in and for said County and State, came W. E. Faucher and Elizabeth H. Faucher (P.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 Jan. 26 1924 A. L. Thompson Notary Public.

Filed for Record the 21 day of Oct. A. D. 1920 at 245 o'clock P.M. Epitile J. Pittman Register of Deeds Deputy.

In consideration of full payment of the within mortgage I hereby release the same this 24 day of Feb. 1922

ATTEST: Esther M. Moberg Register of Deeds Edna Beckner Dep.

PEOPLES STATE BANK