

MORTGAGE RECORD-59.

Installment Mortgage

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 6th day of September, A.D. 1923. My Notary Public for Douglas County, Kansas. *Wm. M. Clark*

Recorded September 7, 1923 (Copy) *Paul E. McManis* Register of Deeds

This Indenture, Made this 5th day of September A.D. 1922 between Dewey Schmitendorf and Grace Schmitendorf, his wife, of the first part, and The Baldwin State Bank of the second part; Witnesseth, That said part 1st of the first part, in consideration of the sum of One Thousand DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2d of the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas, to wit: The South Forty Nine feet of Lots One hundred one (101), One hundred three (103) and One hundred five (105) on Lincoln Street in Baldwin City, Kans.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever: Provided Always, And these presents are upon this express condition, that whereas said Dewey Schmitendorf and Grace Schmitendorf la 2e this day executed and delivered 48 certain promissory notes in writing to said part 2d of the second part, for the sum of Twelve Hundred Dollars, bearing even date herewith, payable at Baldwin State Bank, Kansas, in equal installments of Twenty five Dollars each, the first installment payable on the 5th day of October 1922, the second installment on the 5th day of Nov. 1922 and one installment on the 5th days of each month in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part 2d of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per centum per annum from the date of said note until fully paid. Appraisal waived at option of mortgagor.

Dewey Schmitendorf and Grace Schmitendorf Now, If said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part, of its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part 2d of the second part shall be entitled to the possession of said premises. And the said parties of the first part, for themselves and their heirs do hereby covenant to pay with the said sum of money the taxes, assessments, and interest on said premises, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title of the said premises against the claims and demands of all persons claiming the same. In witness whereof, they said parties of the first part have hereunto set their hands the day and year above written.

attest:

Dewey Schmitendorf
Grace Schmitendorf

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 5th day of Sept. A.D. 1922 before me

W. M. Clark a Notary Public in and for said County and State, came

(L.S.)

Dewey Schmitendorf and Grace Schmitendorf, his wife;

known to me to be the same persons who executed the within instrument of writing, and such persons 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 1923 W. M. Clark. Notary Public.

Recorded Sept. 28, 1922. Estelle Northrup Duffer
at 11:30 o'clock A.M. Register of Deeds.