

MORTGAGE RECORD-59.

Reg. No. 3894
Fee Paid. \$5.75 - C

A. D. 1928 between

This Indenture, Made this First day of November A. D. 1928 between
Edwin O. Donovan and Bertha L. O. Donovan, his wife

of the first part, and

of Shawnee County, in the State of Kansas of the first part, and

of the second part;

of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of

Twenty Three hundred fifty (\$2350.00) and 77/100 DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to wit:

Lots numbered 62, 63, 64, 65, 66, and 67 on
Ames Street and Lots numbered 123, 125, 126, 129
131 and 133 on Baker Street all in Baldwin
City

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Edwin O. Donovan and Bertha L. O. Donovan his wife

have on this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a

copy:

\$2350.00 Iopoka, Kansas, November 1st 1928.
Three years after date we promise to pay to the order of Ada F. Waddle the sum of Two thousand three hundred fifty dollars, at the rate of \$20.00 per month on the 1st of each month beginning December 15th 1928 and a like payment on the 15th of each and every month thereafter, said payment to include interest computed at the rate of 7 1/2% per annum. This balance of the principal sum to be due and payable on the 1st day of November, 1931. Interest to be computed only on the balance of the principal after the payment applying thereon has been deducted each month. Value received
Edwin O. Donovan
Bertha L. O. Donovan

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her heirs 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 party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed in the presence of

Edwin O. Donovan
Bertha L. O. Donovan

STATE OF KANSAS,

Shawnee County,

Be it Remembered, That on this First day of November A. D. 1928 before me

Notary Public a Notary Public in and for said County and State, came

S.S.

Edwin O. Donovan and Bertha L. O. Donovan

who are personally known to me to be the same persons who executed the within instrument of writing, and such person 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 July 25, 1931

J. A. Mansfield

Notary Public.

Recorded Dec 28, 1928 at
2:55 P.M.

See E. Wellman
Register of Deeds.

See Release in Book 77 - Page 278