

MORTGAGE RECORD—59.

In consideration of full payment of the within mortgage I hereby release the same this 1 day of December 1927- Grace E. Baldwin

ATTEST:
Grace E. Wellman,
Register of Deeds

This Indenture, Made this sixth day of July in the year of our Lord one thousand nine hundred and twenty,
D. H. Athey and Martha E. Athey, his wife,
of Douglas, in the County of Douglas and State of Kansas, of the first part, and
Grace E. Baldwin of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of Two Thousand Eight Hundred and Five and 50/100 (\$2805.50) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do grant, bargain, sell and mortgage to the said part one of the second part her 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 Northwest quarter of the Southwest quarter of Section 9, Township 12, Range 19, also beginning at the Northwest corner of the East half of the Southwest corner of said Section 9, thence South 80 rods, thence North 26 degrees, East 1420 feet to the South line of the Atchison, Topeka and Santa Fe Railway right of way, thence North 70 degrees 38 minutes West along South line of said right of way 670 feet to that line of the East half of the Northwest quarter of Section 9, thence South 145 feet to place of beginning. First tract being Forty (40) acres and last tract Ten and Sixty hundredths (0.66) acres. Last tract known as number 14 in plat of Eber Baldwin estate.

with the appurtenances, and all the estate, title and interest of the said part two of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and infeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Eight Hundred and Five and 50/100 DOLLARS, according to the terms of one certain promissory note parties of the first part

to the said part one of the second part; said note being given for the sum of \$2805.50

dated July 1 1920, due and payable in seven DOLLARS, with interest thereon from the date thereof until paid according to the terms of said note and seven coupons of \$168.33 year and from date thereof, Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part two of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of one DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part two of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part one of the second part, and all sums paid by the part one of the second part for insurance, shall be due and payable or not, at the option of the part one of the second part; and it shall be lawful for the part one of the second part her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part one of the second part, her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part one making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part two of the first part ha ve hereunto set their hand and seal on the day and year last above written.

Signal, sealed and delivered in presence of
D. H. Athey (SEAL)
Martha E. Athey (SEAL)

STATE OF KANSAS,
Douglas County, } ss.

Be it Remembered, That on this 11th day of October A. D. 1927, before me,
Leta F. Kennedy Notary Public in and for said County and State, came
D. H. Athey and Martha E. Athey his wife,

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires Jan. 14, 1923 Leta F. Kennedy Notary Public.

This instrument was filed for record on the 12 day of Oct. A. D. 1927, at 10:25 o'clock A.M.

Estelle Northrup Register of Deeds.
By _____ Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the title to the land herein mortgaged is restored to the mortgagor.

Recorded March 4 1928
Jan 16 1928