

MORTGAGE RECORD - 59.

Reg. No. 3519
Fee Paid 1.75

This Indenture, Made this seventh day of June A.D. 1928
between Mrs. Amy Wyatt and George Wyatt, her husband
of Douglas County of Kansas in the State of Kansas, of the first part, and
C. E. Holcomb, Secretary Treasurer of the Board of Conference Stewards of
the Kansas Annual Conference of the Methodist Episcopal Church, of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three Hundred and fifty and no 100 DOLLARS,
to her duly paid, the receipt of which is hereby acknowledged, has sold, and for these presents do grant, bargain, sell and mortgage to the said
part 2d 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: All of Lots numbered eighty one (81) eighty
three (83) and eighty five (85) on Baker Street;
also all of Lots numbered thirty eight (38)
thirty nine (39) and forty (40) on Arnes Street, all the
above being located in Baldwin City, Douglas
County and State of Kansas

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
do hereby covenant and
agree that at the delivery hereof 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, and that 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 350 DOLLARS,
according to the terms of certain promissory note this day executed by said

to the said part of the second part; said note being given for the sum of 350 DOLLARS,
dated June 7th 1928, due and payable in 1 year from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and coupons of 10 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 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 100 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 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 of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part
of the second part; and it shall be lawful for the part of the second part, 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 of the second part,
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 instru-
ment, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part making such sale, on demand, to the said
heirs and assigns.

In Testimony Whereof, The said part of the first part has hereunto set hand and seal the day and year
last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

County,) ss.

Be it Remembered, That on this 7th day of June A. D. 1928, before me,
C. E. Holcomb, a Notary Public in and for said County and State, came

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 hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires 10

Notary Public.

This instrument was filed for record on the 7th day of June A. D. 1928, at 10 o'clock M.

Register of Deeds.

By C. E. Holcomb Deputy.