

MORTGAGE RECORD NO. 60

This Indenture is made in full discharge of the original instrument, the note herein described having been paid in full, and this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 30 day of April A. D. 1922

John G. Whelan, Clerk

(Seal)

Recorded May 12, 1922  
John G. Whelan, Jr.  
Register of Deeds

This Indenture, Made this 18 day of August in the year of our Lord nineteen hundred and twenty one, between Henry P. Rober and Edith Rober his wife of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of Five Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors, 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 Northeast Quarter of Section Eighteen (18) Township Fourteen (14) Range Twenty One (21)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Henry P. Rober and Edith Rober do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a first mortgage of \$5000.00

This Grant is intended as a Mortgage to secure the payment of the sum of Five Thousand Dollars according to the terms of certain notes, this day executed, and delivered by the said Henry P. Rober and Edith Rober to the said party of the second part due in two years with interest at the rate of seven percent payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party of the second part, its successors, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Henry P. Rober and Edith Rober their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of Henry P. Rober (SEAL) Edith Rober (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 23 day of August A. D. 1921, before me, J. M. Clark, a Notary Public in and for said County and State, came Henry P. Rober and Edith Rober his wife

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged 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 J. M. Clark Notary Public.

Filed for Record the 29 day of August A. D. 1921 at 9:20 o'clock A. M. Edith Rober Register of Deeds John G. Whelan Deputy.