

MORTGAGE RECORD NO. 60

This Indenture, Made this ninth day of September in the year of our Lord nineteen hundred twenty one, between Charles B. Pyle and Ellen Pyle his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and J. A. M. Price of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Seven hundred & seventy-five & no/100 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 part 2d of the second part 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 Lot Seventy-eight (78) and the East Twenty (20) feet of Lot Eighty (80) on Chas. Street Baldwin City, Kansas

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said

Parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner is of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances with a mortgage for \$295.00 to the Baldwin City Cemetery Company

This Grant is intended as a Mortgage to secure the payment of the sum of Seven hundred & seventy-five Dollars according to the terms of a certain note this day executed

and delivered by the said parties of the first part to the said part 2d of the second part for \$295.00 on January 1st 1922 with interest at 6% per annum payable semi-annually

Principal given by \$147.50 monthly thereof at interest paying period 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 part 2d of the second part heirs 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 part 2d making such sale, on demand, to said parties of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Charles B. Pyle (SEAL)

Ellen Pyle (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this ninth day of September A. D. 1921, before me,

A. L. Thompson a Notary Public in and for said County and State, came

Charles B. Pyle and Ellen Pyle, his wife

to me personally known to be

the same person 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 January 26 1924

A. L. Thompson

Notary Public.

Filed for Record the 14 day of Sept A. D. 1921, at 8:35 o'clock A. M.

Estlin Northrup Register of Deeds

James Howard Deputy.

As witness my hand this 11 day of Nov. A. D. 1922
Attest
Mrs. Edna M. Price

Recorded Nov. 13th 1922
Estlin Northrup
Register of Deeds

The following is enforced on the original instrument.
The note herein mentioned having been paid in full, this mortgage is hereby
released and the herefore created is hereby

Recorded Sept. 22 1923