

MORTGAGE RECORD NO. 60

This Indenture, Made this 14th day of September in the year of our Lord nineteen hundred twenty one, between Arthur O. Remington and Allie I. Remington his wife of Baldwin City in the County of Douglas and State 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 Twenty five hundred 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 North half of the North East quarter of Section Three (3) Township fifteen (15) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Arthur O. Remington and Allie I. Remington 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 \$600.00

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred Dollars according to the terms of one certain note this day executed and delivered by the said Arthur O. Remington and Allie I. Remington to the said party of the second part and in two years with 8% interest 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 Arthur O. Remington and Allie I. Remington heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Arthur O. Remington (SEAL)
Allie I. Remington (SEAL)

STATE OF Kansas

Douglas County } ss.

RE IT REMEMBERED, That on this 13 day of Sept A. D. 1921, before me, W. M. Clarke a Notary Public in and for said County and State, came Arthur O. Remington and Allie I. Remington 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 May 15 1923.

W. M. Clarke Notary Public.

Filed for Record the 13 day of Oct A. D. 1921 at 11:40 o'clock A.M.

Estelle W. Hays Register of Deeds
Samuel Hays Deputy.