

MORTGAGE RECORD NO. 60

The following is endorsed on the original instrument.  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.  
As witness my hand this 8<sup>th</sup> day of July A.D. 1923  
The Baldwin State Bank  
John E. Becker, Jr.  
Wm. Clark - Cashier.  
Attest:  
Corp. Seal.

Recorded July 15<sup>th</sup> 1923  
Don E. Hoffman  
Register of Deeds

This Indenture, Made this 19<sup>th</sup> day of October in the year of our Lord  nineteen hundred Twenty and, between Wilkes S. Black and I. Mabel Black his wife of Baldwin 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 Three 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:  
Third divided One third interest in the Marsh Creek quarter (NW) of Section Thirty One (31) Township Fourteen (14) 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 Wilkes S. Black and I. Mabel Black 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Wilkes S. Black and I. Mabel Black to the said party of the second part due in three years with 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 for 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said Wilkes S. Black and I. Mabel Black their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Wilkes S. Black (SEAL)  
I. Mabel Black (SEAL)

STATE OF Kansas } ss.  
Douglas County  
BE IT REMEMBERED, That on this 20 day of Oct A. D. 1923, before me, Wm. Clark a Notary Public in and for said County and State, came Wilkes S. Black and I. Mabel Black 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 1925 Wm. Clark Notary Public.

Filed for Record the 5 day of Nov A. D. 1923, at 11:20 o'clock A.M.  
John E. Becker, Jr. Register of Deeds  
James E. Starn Deputy.

Recorded Feb 14 1923