

MORTGAGE RECORD NO. 60

This Indenture, Made this 10 day of October in the year of our Lord 1924 between S. H. Gray and Ida Dore Gray 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 part ies of the first part, in consideration of the sum of One Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have all sold, and by these presents do all grant, bargain, sell and mortgage to the said part ies 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: Fractional South West quarter (SW 1/4) Sec Twenty (20) acres to Abby Section 15 T 15 R 20 and the East Twenty (20) acres of the South East quarter of Section Thirteen (13) Twp. Fifteen (15) Range Thirteen (13)

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said S. H. Gray and Ida Dore Gray do hereby covenant and agree that at the delivery hereof they are the lawful owner ies 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 \$5500

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand Dollars according to the terms of one certain note this day executed and delivered by the said S. H. Gray and Ida Dore Gray to the said part ies of the second part due Oct 15, 1924 with 7% interest payable semi-annually

and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, 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 ies 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the part ies making such sale, on demand, to said S. H. Gray and Ida Dore Gray their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

S. H. Gray (SEAL)
Ida Dore Gray (SEAL)
(SEAL)

STATE OF Kansas } ss.
Douglas County

BE IT REMEMBERED, That on this 10 day of October A. D. 1924, before me, W. M. Clark a Notary Public in and for said County and State, came S. H. Gray and Ida Dore Gray his wife to me personally known to be the same person, ies 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. Clark Notary Public.

Filed for Record the 15 day of Nov A. D. 1924 at 10³⁴ o'clock A. M.
Estelle Whitcomb, Officer Register of Deeds
E. B. Smith Deputy.