

00 04 MORTGAGE RECORD NO. 60

This Indenture, Made this 10th day of May in the year of our Lord twentieth hundred Twenty between George Gassage and Grace Gassage 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 Two Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Lots 71, 73, 75 Indiana Street, Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said George Gassage and Grace Gassage do hereby covenant and agree that at the delivery hereof they are the lawful owner of 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 Two Hundred according to the terms of one certain note this day executed and delivered by the said George Gassage and Grace Gassage to the said part of of the second part due in 2 years with 8% interest payable semi-annually

and these 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 of of the second part its successors, 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 of making such sale, on demand, to said Geo Gassage his heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Geo Gassage (SEAL)
Grace Gassage (SEAL)

STATE OF Kansas

Douglas County } ss.
BE IT REMEMBERED, That on this 10 day of May A. D. 1922, before me, W.M. Black Notary Public in and for said County and State, came Geo Gassage and Grace Gassage his wife to me personally known to be (L.S.) the same person and 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. Black Notary Public.

Filed for Record the 15 day of Nov A. D. 1922 at 10:44 o'clock A. M.
Estelle M. Phelps Duffer Register of Deeds
E. B. Clitt Deputy.

The following is endorsed on the original instrument:
This note herein described, having been paid in full, said mortgage is hereby released and the lien thereby created discharged.

A witness my hand this 5 day of October A. D. 1923

My Deputy Register of Deeds
W.M. Black

Attest:

October 8

3 (Copy)
Geo E. Wellman (Seal)