

MORTGAGE RECORD NO. 60

This Indenture, Made this 16<sup>th</sup> day of November in the year of our Lord one thousand two hundred twenty two between Vernie D. Love and Mollie Love of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of 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 part second 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:

Beginning at a stone in the North West Corner of Lot No. Thirty-two (32) in the Township of Winland, Thence East on the North line of said Lot, one hundred Twenty Seven (127) feet, thence South on the East line of said Lot one hundred Sixteen (116) feet, thence West Eighty Eight (88) feet, thence in a North Northwesterly direction one hundred twenty three (123) feet to place of Beginning.

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Vernie D. Love and Mollie Love do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 \$500 to same grantor payable \$6.00 per month beginning Dec. 15, 1921

This Grant is intended as a Mortgage to secure the payment of the sum of Five hundred Dollars according to the terms of and certain note this day executed and delivered by the said Vernie D. Love and Mollie Love to the said part second of the second part due in two years with 8% interest from date 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 second 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 surplus, if any there be, shall be paid by the part second making such sale, on demand, to said Vernie D. Love and Mollie Love, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Vernie D. Love (SEAL) Mollie Love (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 16 day of November A. D. 1922 before me, L. E. Hoover a Notary Public in and for said County and State, came Vernie D. Love and Mollie Love 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 12, 1926 L. E. Hoover Notary Public.

Filed for Record the 20th day of Nov A. D. 1922 at 9:25 o'clock AM. Edith D. Thompson Register of Deeds Deputy.

The information is contained on this original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 5<sup>th</sup> day of January A. D. 1923 The Baldwin State Bank cashier attest Jan. 6 1923 Mar. 6. Hollenbeck Register of Deeds