

MORTGAGE RECORD NO. 60

This Indenture, Made this 18th day of June in the year of our Lord one thousand nine hundred twenty three, between Albert H. Dyer and Maude Dyer 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 & no/100 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 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 South East Quarter (NE 1/4) of Section Nine (9) Township fifteen (15) Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said A. H. Dyer and Maude Dyer 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 \$4000.00

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 Albert H. Dyer and Maude Dyer to the said part of the second part due in one year with 7% interest from date

and this conveyance 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 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 part of making such sale, on demand, to said Albert H. Dyer and Maude Dyer, or their 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

A. H. Dyer (SEAL)

Maude Dyer (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 6 day of July A. D. 1923, before me, W. M. Clark a Notary Public in and for said County and State, came A. H. Dyer and Maude Dyer, 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 15th 1923 W. M. Clark Notary Public.

Filed for Record this 7th day of July A. D. 1923 at 11:20 o'clock A. M.

Dea. E. Wilman Register of Deeds

Deputy.