

## MORTGAGE RECORD NO. 60

This Indenture, Made this 22nd day of August in the year of our Lord 1923, between Amanda Bouser (formerly Amada Chay) and C. D. Bouser her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Peoples State Bank of Baldwin, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Eight hundred seventy + No/100 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 2d of the second part its 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 East half of the South half of the West half of the South East Quarter of Section Eleven (11) Township Fifteen (15) of Range Nineteen (19)

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part 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 except a mortgage to the Baldwin State Bank of Baldwin, Kas. for \$500.00 due on May 1928. This Grant is intended as a Mortgage to secure the payment of the sum of Eight hundred seventy + No/100 Dollars, according to the terms of a certain note this day executed to the said part 2d of the second part, dated August 22 1923 and due one year from date with interest at 8% payable semi-annually 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 2d of the second part, its 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 1st making such sale, on demand, to said parties of the first part or their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part has well hereunto set their hand and seal at the day and year first above written.

Signed, Sealed and Delivered in the presence of

Amanda Bouser (SEAL)

C. D. Bouser (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 22nd day of August A. D. 1923, before me, L.S. the undersigned a Notary Public in and for said County and State, came Amanda Bouser and C. D. Bouser her husband 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 July 22 1926.

J. B. Rose

Notary Public.

Filed for Record the 23rd day of Aug A. D. 1923 at 11:30 o'clock A. M.

J. E. Wellman

Register of Deeds

Deputy.

The following is endorsed on the original instrument:  
The note herein described having been paid in full, this mortgage is hereby released and the last thereby are acknowledged.

Recorded January 31st 1922

Wm. C. Boush