

MORTGAGE RECORD NO. 60

The note herein described is being released and the lien thereby created discharged.
A witness my hand this 17th day of July 1923
Attest:
J. M. Clark, Notary Public
A. D. 1923

Recorded July 18, 1923
Geo. C. Wellman, Jr.
Notary Public

Indorsement Seal Book 67 Page 173

This Indenture, Made this 18th day of July in the year of our Lord nineteen hundred twenty three, between George Marquardt and Anna Marquardt, his wife of Douglas, State of Kansas, of the first part, and Florence E. Anderson of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Twenty 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 2d of the second part her 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:

Tracts Numbered 163, 165, 167, 169, 171, 173, 175 177, 179 and 181 on Baker Street and Tracts Numbered 156, 158, 160, 162, 164, 166, 168, 170, 172, 174 on Baker Street all in Baldwin City Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said George Marquardt and Anna Marquardt 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty Hundred Dollars according to the terms of a note certain this day executed and delivered by the said George Marquardt and Anna Marquardt to the said part 2d of the second part \$600.00 Nov 5/1923 \$140.00 on or before 12 yrs. or less \$100.00 to be paid each 3 mos. with 8% interest until paid.

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 her 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 2d making such sale, on demand, to said George Marquardt and Anna Marquardt their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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 Geo. Marquardt (SEAL) Anna Marquardt (SEAL)

STATE OF Kansas } ss. Douglas }
BE IT REMEMBERED, That on this 18th day of July A. D. 1923, before me, N. M. Clark a Notary Public in and for said County and State, came George Marquardt and Anna Marquardt 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 15 1927 N. M. Clark Notary Public.

Filed for Record the 25th day of Aug A. D. 1923 at 11:00 o'clock A. M. Geo. C. Wellman, Jr. Register of Deeds Deputy.