

MORTGAGE RECORD NO. 60

This Indenture, Made this 18th day of September in the year of our Lord eighteen hundred Twenty Three, between James A. McPheters and Clara McPheters 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 #seventeen 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 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:

The West half of the South half (22 1/2 x 82) of the South East Quarter (SE 1/4) of Section Twenty Three (23) Township Sixteen (16) Range Twenty (20) County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said James A. McPheters and Clara McPheters 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 seventeen hundred Dollars according to the terms of two certain notes this day executed and delivered by the said James A. McPheters and Clara McPheters to the said part of of the second part for \$200.00 due March 18, 1924 with 8% interest and \$1500.00 in three years with 7% interest from date.

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 of of the second part its successors heirs and assigns, 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 James A. McPheters and Clara McPheters their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

James A. McPheters (SEAL)
Clara McPheters (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 18 day of Sept. A. D. 1923, before me, W. M. Clark a Notary Public in and for said County and State, came James A. McPheters and Clara McPheters his wife to me personally known to be the same person ies 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 W. M. Clark Notary Public.
Filed for Record the 19th day of Sept. A. D. 1923, at 11:45 o'clock A. M.
W. E. Hellman 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 lien thereby created is terminated.
At witness my hand this 22 day of November A. D. 1923
W. E. Hellman
Register of Deeds

Recorded Nov 4th 1923
W. E. Hellman
Register of Deeds