

## MORTGAGE RECORD NO. 60

the year of our Lord  
 in the County of  
 of the second part:  
 of the sum of.....  
 DOLLARS,  
 grant, bargain,  
 or parcel of land  
 with  
 ownership  
 promises, above granted,  
 sum of.....  
 of the second part  
 part thereof, or inter-  
 unt shall become due  
 and assigns, at any  
 ys arising from such  
 verplus, if any there  
 and seal.....  
 (SEAL)  
 (SEAL)  
 (SEAL)  
 1922, before me,  
 nty and State, came  
 personally known to be  
 the same.  
 on the day and year  
 Notary Public.  
 o'clock A. M.  
 Register of Deeds  
 Deputy.

The following is entered on the original instrument.  
 The note herein described having been paid in full, this mortgage is hereby  
 released and the lien thereby created is dissolved.  
 20th day of September, A. D. 1923  
 As witness my hand this  
 National Bank of Omaha  
 C. W. McKim, President  
 Recorded Oct. 12th - 1923  
 Isa E. Wellman, Register of Deeds  
 Corp Seal  
 Her Assignment filed Book 65 Page 267  
 How release see Book 88 Page 601

This Indenture, Made this 22nd day of September in the year of our Lord  
~~nineteen hundred and twenty-three~~ between Oliver M. Hird and  
Minon N. Hird his wife of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and Basel Manly  
Marnett and Bertha D. Marnett of the second part:  
 WITNESSETH That the said part ies of the first part, in consideration of the sum of.....  
Seventeen hundred & no/100 DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do..... grant, bargain,  
 sell and mortgage to the said part ies of the second part their 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 Lot One Hundred  
Nineteen (119) One Hundred Twenty One (121)  
and One Hundred Twenty-three (123) on  
Lincoln Street Baldwin City, Kansas.  
 with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said  
 do..... hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 & no/100 Dollars  
 according to the terms of..... a certain promissory note this day executed.....  
 and delivered by the said parties of the first part to the said part ies of the second part  
payable three years after date with interest from date at the rate of 5%  
payable annually by mortgage given to pay for or multiple thereof at interest paying  
period.  
 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 ies of the second part, their 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 ies making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have se hereunto set their hands and seals  
 the day and year first above written.  
 Signed, Sealed and Delivered in the presence of Oliver M. Hird (SEAL)  
Minon N. Hird (SEAL)  
 (SEAL)

STATE OF Kansas } ss.  
Douglas County  
 BE IT REMEMBERED, That on this 22nd day of September A. D. 1923, before me,  
L. S. the undersigned Oliver M. Hird and Minon N. Hird  
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 July 22 1925 J. B. Ruse Notary Public.  
 Filed for Record the 24th day of Sept A. D. 1923 at 10:20 o'clock A. M.  
Isa E. Wellman Register of Deeds  
 Deputy.