

The following is endorsed on the original instrument:  
The note herein described has not been paid in full, this mortgage is hereby  
acknowledged and the debt thereby created is unchanged.

At witness my hand this 26 day of December 1922 A.D. 1922

Notary Public  
J. W. Wellborn  
C. W. Clark  
Wm. Clark

Recorded Dec 28 1922

Notary Public  
J. W. Wellborn  
C. W. Clark  
Wm. Clark

## MORTGAGE.

This Indenture, Made this 17th day of August 1922 between John W. Wellborn and Ruth Wellborn his wife of Douglas County in the State of Kansas of the first part, and The Baldwin State Bank of Baldwin City Kansas of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of # Eighteen Hundred.....DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The South Half of Lots numbered Forty Eight (48) and Forty Nine (49) on Ames Street Baldwin City, County and State aforesaid.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said John W. Wellborn and Ruth Wellborn have this day executed and delivered 36 certain promissory notes to the said party of the second part, for the sum of # Twenty one hundred and 60/100 dollars.....DOLLARS, bearing even date herewith, payable at The Baldwin State Bank.....Kansas, in equal installments of Fifty Eight 35/100.....DOLLARS each, the first installment payable on the 18th day of December 1922, the second installment on the 18th day of January 1923 and one installment on the 18th day of each month in each year thereafter, until the entire sum is fully paid:

And if default be made in the payment of any of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisalment waived at option of mortgagee.

Now if said John W. Wellborn and Ruth Wellborn shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and affect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same and that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written:

ATTEST:

STATE OF KANSAS,  
Douglas County

} SS:

J. W. Wellborn  
Mrs J. W. Wellborn

Be It Remembered, That on this 19th day of August A.D. 1922 before me W. M. Clark a Notary Public in and for said County and State, came John W. Wellborn and Ruth Wellborn his wife to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the 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.

W. M. Clark  
Notary Public

My Commission expires May 15 1923:

(L.S.)

Recorded Nov., 15th 1922:  
At 10:48 O'clock A.M.

E. B. Ruppel, Deffen  
Register of Deeds  
E. B. Ruppel, Deputy

## ASSIGNMENT.

The following is endorsed on the original instrument in Book 58 of Mortgages, Page 744:  
KNOW ALL MEN BY THESE PRESENTS, That Gottlieb Gudd.....County, in the State of....., the within named mortgagee in consideration of.....DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto The Baldwin State Bank, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained:

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named:  
In Witness Whereof, The said mortgagee ha...hereunto set.....hand this.....day of.....19.....