

MORTGAGE RECORD 63

7

SAUL DODSWORTH STATIONERY CO KANSAS CITY MO 64101

This Indenture, Made this 17 day of January A. D. 1923, between J. H. Beasley and Edith Beasley, his wife

Franklin of Douglas County, in the State of Kansas, of the first part, and THE Home Savings BUILDING AND LOAN ASSOCIATION, of Lawrence, KANSAS, of the second part:

WITNESSETH: That the parties of the first part, in consideration of the sum of Twelve Hundred Fifty and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Thirty Eight Feet off the South End of Lots Eighty-four (84), Eighty-six (86) and Eighty-eight (88) on Elm Street in the Town of Baldwin City, Kansas

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

PROVIDED ALWAYS, And this instrument is executed and delivered to secure payment of the sum of Twelve Hundred Fifty and no/100 DOLLARS, with interest and premium thereon, and such fines and charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said THE Home Savings BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 123 shares of Class E of the capital stock of said Association, evidenced by Certificate No. 168 which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest, premium and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$ 16.63 payable as follows: Sixteen and 63/100 Dollars, (\$ 16.63) on or before the last day of February 1923, and a like sum on or before the 17 day of each and every month thereafter to and including the month of January 1923.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

J. H. Beasley
Edith Beasley

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 17 day of January, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

L.S. J. H. Beasley and Edith Beasley, his wife who are personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

H. J. Rush, Notary Public.

My Commission expires June 30 1923.

Filed for Record on the 24 day of January, A. D. 1923, at 2:25 o'clock P. M.

Paul C. Wellman, Register of Deeds.
_____, Deputy.

The following is endorsed on the original instrument:
This instrument is subject to the mortgage in full and the Register of Deeds is authorized to record it as such.
Paul C. Wellman Notary
Attest: Paul C. Wellman Notary
Ottawa, Kansas, Jan 17, 1923

FORM 2