

MORTGAGE RECORD 63

RAWL DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64102

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

of Douglas County, in the State of Kansas, of the first part, and THE Home Savings BUILDING AND LOAN ASSOCIA-
 TION, of LAWRENCE, KANSAS, of the second part:

WITNESSETH: That the part ies 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 there-
 unto 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 ASSOCIA-
 TION to the part ies of the first part upon 12 1/2 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 part ies agree to pay in monthly installments, making a total
 monthly payment of \$ 63, payable as follows: Twelve and 63/100 Dollars, (12 and 63 / 100) on or
 before the 14 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, 1933.

Now, if said part ies 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 part ies of the first part have hereunto set their hands the day and year
 first above written.

J. H. Bearly
Edith Bearly

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
J. H. Bearly and Edith Bearly, his wife
L.S. who are personally known to me to be the same persons who executed the within instrument of writing,
 and such persons 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.

A. J. Rush

Notary Public.

My Commission expires June 30, 1923.

Filed for Record on the 24 day of January, A. D. 1923, at 2²⁵ o'clock P. M.

Register of Deeds.

Deputy.

See this instrument on Page 7 Book 63-

The following is endorsed on the original instrument:

The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

Attest my hand and the seal of said office this 24th day of January, 1931.

A. J. Rush, Register of Deeds.

Recorded Jan 9 1931

Miss Catherine Bearly

Ellen Hagedorn