

MORTGAGE RECORD NO. 63

SAUL DOODSWORTH STATIONERY CO KANSAS CITY MO 64108

FORM 2

The following is enclosed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded James 21 1925  
J. E. Wellman  
Register of Deeds

This Indenture, Made this 14 day of January in the year of our Lord nineteen hundred & twenty five, between William Wacker a single man of Baldwin City 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 party of the first part, in consideration of the sum of Twelve hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said party 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 North West Quarter (NW 1/4) of Section Twelve (12) Township fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William Wacker does hereby covenant and agree that at the delivery hereof he is 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 except a first Mortgage of \$74.00 in favor of Hattie S. Preston. This Grant is intended as a Mortgage to secure the payment of the sum of Twelve hundred Dollars according to the terms of one certain note this day executed and delivered by the said William Wacker to the said party of the second part due on or before two years with 7% interest payable annually

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party of the second part, its successors, 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 party making such sale, on demand, to said William Wacker heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written. Signed, Sealed and Delivered in the presence of William Wacker (SEAL)

STATE OF Kansas }  
Douglas, County } ss.  
BE IT REMEMBERED, That on this 14 day of Jan A. D. 1925, before me, W. M. Clark a Notary Public in and for said County and State, came William Wacker a single 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 May 15 1927 W. M. Clark Notary Public. Filed for Record the 27 day of Feb A. D. 1925, at 9:10 o'clock A. M. J. E. Wellman Register of Deeds Deputy.

As witness my hand this 17 day of June A. D. 1926  
J. E. Wellman  
W. O. Butell - Clerk

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