

MORTGAGE RECORD NO. 63

2202 ✓
22,500 ✓

SAUL DOORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this first day of December in the year of our Lord nineteen hundred twenty six, between William R. Nichols & Stella M. Nichols, his wife of Baldwin City, P. O. in the County of Douglas and State of Kansas, of the first part, and Lemon C. Baker and Lela Baker of the second part:

WITNESSETH That the said parties... of the first part, in consideration of the sum of \$\$\$ Nine Thousand and 00/100 \$\$\$ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties... of the second part... 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 East Half (1/2) of the North East Quarter (1/4) of Section one (1) Township fifteen (15), Range nineteen (19), East of the Sixth Principal Meridian

And
The Southeast Quarter (1/4) of Section Thirty Six (36) Township fourteen (14), Range nineteen (19), East of the Sixth Principal Meridian, containing 240 Acres, more or less. Part of the above land is subject to a prior mortgage of \$1000.00 and another part is subject to a prior mortgage of \$4500.00. \$\$\$

with all the appurtenances, and all the estate, title and interest of the said parties... of the first part therein. And the said parties... of the first part do hereby covenant and agree that at the delivery hereof... they are 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 as noted above

This Grant is intended as a Mortgage to secure the payment of the sum of Nine Thousand Dollars

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said parties... of the second part due and payable five years after date, with six percent interest from date until due, payable annually with 10% of taxes, after default in payment 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 parties... 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 parties... making such sale, on demand, to said parties of the first part or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of William R. Nichols (SEAL) Stella M. Nichols (SEAL)

STATE OF Kansas } ss. Douglas County }
BE IT REMEMBERED, That on this 1st day of December A. D. 1926, before me, the undersigned a Notary Public in and for said County and State, came ## William R. Nichols and Stella M. Nichols, 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 September 15th 1930 E. J. Hilkey Notary Public.

Filed for Record the 1st day of December A. D. 1926, at 11:40 o'clock A. M. Paul E. Wellman Register of Deeds. Deputy.

Not following is endorsed on the original instrument:
The note upon which and having been paid in full, this mortgage is hereby released and the same thereby discharged.
At witness my hand this 1st day of December A. D. 1926
Lemon C. Baker
Lela Baker
Recorded June 18-1932
Chas. E. Cunningham
Register of Deeds