

MORTGAGE RECORD NO. 63

581

Reg. No. 3054
Fee Paid 9.50

SAUL BODENWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 24th day of September in the year of our Lord 1927 between D. H. Athey, an unmarried man of the County of Douglas and State of Kansas, of the first part, and Grace E. Baldwin of the second part:

WITNESSETH That the said part y of the first part, in consideration of the sum of three thousand seven hundred and seventy three and 83/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha e sold, and by these presents do grant, bargain, sell and mortgage to the said part y of the second part her 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 northwest quarter of section 9, Township 12 Range 19, also beginning at the northwest corner of the east half of the southwest corner of said section 9, thence south 80 rods thence north 26 degrees East 14.20 feet to the south line of the Atchison, Topeka and Santa Fe Railway right-of-way, thence north 70 degrees 38 minutes West along south line of said right-of-way 670 feet to west line of the east half of the northwest quarter of section 9, thence south 145 feet to place of beginning. First tract being forty (40) acres and last tract being and sixty hundredths (0.60) acres. First tract known as number 14 in plat of Eben Baldwin state with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said

party of the first part do ee 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

This Grant is intended as a Mortgage to secure the payment of the sum of \$ 3773.83 according to the terms of one certain note this day executed and delivered by the said party of the first part to the said part y of the second part

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 part y of the second part, her 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 part y making such sale, on demand, to said

party of the first part, his heirs and assigns. IN WITNESS WHEREOF, The said part y of the first part ha e hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of D. H. Athey (SEAL) R. E. Melvin (SEAL) (SEAL)

STATE OF Kansas Douglas County ss. BE IT REMEMBERED, That on this 24th day of Sept A. D. 1927, before me, R. E. Melvin a Notary Public in and for said County and State, came D. H. Athey, an unmarried man 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 April 5 1930 R. E. Melvin Notary Public. Filed for Record the 1 day of Dec A. D. 1927 at 10³⁰ o'clock P. M. R. E. Wellman Register of Deeds. Deputy.