

## MORTGAGE RECORD NO. 63

Reg. No. 3222

Fee Paid 3.75

SAMUEL DODGE NORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 21<sup>st</sup> day of Feb. in the year of our Lord 1928 between D. C. Sutton and Mable Sutton his wife of Baldwin 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 parties of the first part, in consideration of the sum of Fifteen Hundred 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 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 half of Lots Numbered Fifty-Four (54), Fifty Five (55) and Fifty Six (56) on Orange Street Baldwin City - Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said D. C. Sutton and Mable Sutton 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars according to the terms of two certain notes this day executed

and delivered by the said D. C. Sutton and Mable Sutton to the said party of the second part \$1000.00 payable three years after date and 500.00 in monthly installments beginning March 21-1928 and continuing monthly thereafter until paid with 7% interest payable semi-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 D. C. Sutton and Mable Sutton their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

D. C. Sutton (SEAL)  
Mable R. Sutton (SEAL)

STATE OF Kansas ss. Douglas County

BE IT REMEMBERED, That on this 21 day of Feb. A. D. 1928, before me,

W. M. Black a Notary Public in and for said County and State, came

D. C. Sutton and Mable Sutton 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 May 15 1931 W. M. Black Notary Public.

Filed for Record the 23 day of Feb. A. D. 1928 at 10<sup>10</sup> o'clock A. M.

Geo. E. Wellman Register of Deeds. Deputy.

This release was written on the original mortgage entered this 4 day of Sept 1928.  
Notary Public  
Register of Deeds  
Deputy

As Notice required the 21 day of Nov. A. D. 1932  
W. M. Black  
Geo. E. Wellman  
B. E. Smith Clerk