

610

Reg. No. 3449
Fee Paid \$1.25

MORTGAGE RECORD NO. 63

BANK BOOKWORTH STATIONERY CO. KANSAS CITY, MO. 6410

This Indenture, Made this 10th day of Sept in the year of our Lord
Nineteen hundred and twenty seven between P. A. Walker and
Bertha L. Walker his wife of Manhattan in the County of
Riley and State of Kansas, of the first part, and
Mary P. Smith of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Five Hundred DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have re 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:

Lots One hundred Twenty five (125)
One hundred twenty seven (127)
and the East half of Lot One
Hundred Twenty nine (129) on
Jersey 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
P. A. Walker and Bertha L. Walker
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 infeasible estate of inheritance therein, free and clear of all incumbrances except a first
mortgage of \$25.00 recorded in Book 60, page 552

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

Five hundred dollars
according to the terms of one certain note this day executed
and delivered by the said P. A. Walker and Bertha L. Walker to the said part y of the second part
due April 28, 1928 with 6 1/2 % of interest from
Sept 1, 1927

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

P. A. Walker heirs and assigns.
made subject to one first mortgage of twenty five hundred dollars
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

P. A. Walker (SEAL)
Bertha L. Walker (SEAL)

STATE OF Kansas } ss.
(DeKalb County, Riley County)

BE IT REMEMBERED, That on this 12 day of September A. D. 1927, before me,

P. A. Walker and Bertha L. Walker 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 19

W. D. Lemmer

Filed for Record the 9th day of May A. D. 1928, at 2⁵³ o'clock P.M.

Lisa E. Wellman Register of Deeds.
Deputy.

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

As witness my hand this 18th day of April A. D. 1928

Mary P. Smith

Recorded April 19 - 1928

Chas. E. Connelley

Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released,
and the lien thereby created is discharged.
Attest: W. D. Lemmer (My Seal)
By C. E. Wellman Deputy

This release
was filed
on the original
mortgage
this 15th day