

## MORTGAGE RECORD NO. 63

Reg. No. 3619

Fee Paid \$5.00

KANSAS DEEDS RECORD STATIONERY CO. KANSAS CITY, MO. 64108

This Indenture, Made this 2 day of August in the year of our Lord nineteen hundred twenty-eight, between Alorence M. Storum Waring and Leonard W. Waring, her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and Peoples State Bank, Baldwin City, Kansas of the second part:

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

Two thousand + No/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 party of the second part It 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 Four (4), Five (5), Six (6), Seven (7), Eight (8), Fifth 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 Alorence M. Storum Waring and Leonard W. Waring do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, 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

Two thousand + No/100 Dollars according to the terms of One certain Note this day executed and delivered by the said Alorence M. Storum Waring and Leonard W. Waring to the said party 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 party of the second part, It 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 party making such sale, on demand, to said Alorence M. Storum Waring and Leonard W. Waring 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

Alorence M. Storum Waring (SEAL)

Leonard W. Waring (SEAL)

(SEAL)

STATE OF Kansas }  
Douglas County } ss.

BE IT REMEMBERED, That on this 2 day of August A. D. 1928, before me,

Olma Bacon a Notary Public in and for said County and State, came

Alorence M. Storum Waring and Leonard W. Waring

her husband to me personally known to be

the same person who executed the foregoing instrument and duly acknowledged execution of the same.

L.S.

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 Nov 25 1931.

Olma Bacon Notary Public.

Filed for Record the 3 day of Aug A. D. 1928, at 3 o'clock P. M.

Geo. E. Wellman Register of Deeds.

(SEAL) Deputy.

In Commission See 13th. 77- Page 167.

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

As witness my hand this 21st day of March A. D. 1930 Geo. E. Wellman Register of Deeds.

The release was written on the original instrument.

This instrument was entered on the 21st day of March, 1930.

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