

INSTALLMENT MORTGAGE

THIS INDENTURE, made this 13th day of August 1923 between Mrs Willie Keller a single woman and Opie Keller a single man of Baldwin Douglas County in the State of Kansas of the first part and The Baldwin State Bank of Baldwin Douglas County in the State of Kansas of the second part.

WITNESSETH: That the said parties of the first part in consideration of the sum of Five Hundred Dollars the receipt of which is hereby acknowledged do by these presents grant bargain sell and convey unto said party of the second part its successors and assigns, all the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The North half (N $\frac{1}{2}$) of Lots Numbered One Hundred Fourteen (114) one hundred sixteen (116) one hundred eighteen (118) and one hundred twenty (120) on Monroe Street in the city of Baldwin City.

TO HAVE AND TO HOLD together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining forever:

PROVIDED ALWAYS; and these presents are upon this express condition, that whereas said Willie Keller and Opie Keller have this day executed and delivered 60 certain promissory notes to said party of the second part for the sum of Six Hundred Twenty Five Dollars bearing even date herewith payable at Baldwin State Bank Baldwin City Kansas in equal installments of Ten 50/100 Dollars each the first installment payable on the 13 day of Sept 1923 the second installment on the 13 day of Oct 1923 and one installment on the 13th days of each month hereafter in each year thereafter until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall ^{become} immediately due and payable at the option of the part of the second part or the legal holder of said note and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisements waived at option of mortgagee.

Now If said Willie Keller and Opie Keller shall pay or cause to be paid to said party of the second part its successors or assigns said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof or any interest thereon is not paid when the same is due and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part for themselves and their heirs do hereby covenant to and with the said party of the second part its successors or assigns that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, # and that they will and their heirs executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons.

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.

A. witness my hand this 18th day of Feb. 1927

A. D. 1927

Baldwin State Bank

W. M. Opie Keller

Opie Keller

Recorded Feb. 11 - 1927

Chas. B. Caldwell

Register of Deeds

Imp Seal