

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

S.A. Wood.
Notary Public.

L.S.
My Commission expires April 10th 1921.

MORTGAGE.

From R. C. Wallace, et al
To Baldwin State Bank.

State of Kansas, Douglas County, ss;
This instrument was filed for record on the
22 day of May, 1924 at 9:30 A.M.

Joe Wellman Register of Deeds.
By *Joe Wellman* Deputy.

This indenture made this 16th day of April, 1924 between R. C. Wallace and Sallie E. Wallace his wife, of Douglas County, in the State of Kansas, of the first part, and The Baldwin State Bank of 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 Eight Hundred Dollars the receipt of which is hereby acknowledged to 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:

Lots Eighty Three (83) Eighty five (85) and Eighty Seven (87) on Indiana Street, Baldwin City, County and State aforesaid,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever;

Provided Always, And these presents are upon this express condition that whereas said R. C. Wallace and Sallie E. Wallace have this day executed and delivered to said party of the second part, for the sum of ----- Nine Hundred Sixty ----- Dollars, bearing even date herewith, in equal installments of Twenty Dollars--each, the first installment payable on the 16th day of May 1924, the second installment on the 16 day of June 1924, and one installment on the 16 days of each month 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. Appraisal waived at option of mortgagee.

Now if said R. C. Wallace and Sallie E. Wallace 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, in 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 interest shall 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 and administrators shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

R. C. Wallace
Sallie E. Wallace

Attest;

State of Kansas
Douglas County

I
ss;

Be It Remembered That on this 20 day of May A.D. 1924 before me, W.M. Clark a Notary Public in and for said County and State came R. C. Wallace and Sallie E. Wallace his wife, to be personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the 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.

L.S.
My Commission expires;
May 15, 1927,

W.M. Clark,
Notary Public.

The following is a true and correct copy of the original instrument.

This instrument was filed for record on the 22 day of May, 1924 at 9:30 A.M.

and the same is hereby certified to be a true and correct copy of the original instrument.

Witness my hand this 22 day of May, 1924 at Baldwin City, Mo.

Joe Wellman Register of Deeds.

Joe Wellman Deputy.

Joe Wellman Deputy.

Joe Wellman Deputy.

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Recorded *Rep. 4-1924*
Joe Wellman Register of Deeds.