

MORTGAGE RECORD 70

213

SAME ADDRESS NOTATION NEW DO KANSAS CITY NO. 101

FROM
John W. Wellborn et al.
TO
Baldwin State Bank.
By
Isa E. Wellman
STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 22 day of Dec. A. D. 1925 At 9:00 A. M.
Isa E. Wellman
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 24 day of Dec. 1925, between John W. Wellborn and Ruth Wellborn his wife of Baldwin County, in the State of Kansas The Baldwin State Bank of Douglas County, in the State of Kansas, of the second part: WITNESSETH, That the said part 1st the first part, in consideration of the sum of Thirteen Hundred Eighty five DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2 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 south half of lots numbered forty eight (48) and forty nine (49) on Ames 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 anywise appertaining forever: PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said John W. Wellborn and Ruth Wellborn ha ve this day executed and delivered 33 certain promissory notes to said part 2 of the second part, for the sum of Sixteen hundred ninety DOLLARS, bearing even date herewith, payable at Baldwin State Bank, Baldwin City, Kansas, in equal installments of One of \$80.80 payable Oct. 24, 26; one of \$60.00 payable Mar. 24, 30; and thirty one of Fifty dollars each, the first installment payable on the 24 day of November 1926 and one installment on the 24 day of each month thereafter except July, Aug & Sept. 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 2 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. Appraisement waived at option of mortgage. Now if said John W. Wellborn and Ruth Wellborn successors 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with the said part 2 of the second part, its successors or assigns, that they are lawfully seized in fee of said premises, and ha ve 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 whomsoever.

IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST: John W. Wellborn
Ruth Wellborn

STATE OF KANSAS, ss. COUNTY of Douglas BE IT REMEMBERED, That on this 26 day of Dec. A. D. 1925, before me W.M. Clark a Notary Public in and for said County and State, came John W. Wellborn and Ruth Wellborn his wife to me 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. My commission expires May 15 1927 W.M. Clark Notary Public.

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 23 day of August 1926 The Baldwin State Bank W.M. Clark - Vice Pres. Corp Seal. W.B. Butell Cashier

This Release was written of the original hereof entered 1925 29 day Aug. Isa E. Wellman Reg. of Deeds.

SECOND MORTGAGE