

MORTGAGE RECORD 70

SAW. DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64177

Reg. No. 385
Fee Paid \$ 75

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13th day of Jan. A. D. 1926, at 10:00 A. M.

S. S. Woodruff

TO

By Isa E. Wellman
Register of Deeds.
Deputy.

Baldwin State Bank.

THIS INDENTURE, Made this 6th day of January 1926, between

S. S. Woodruff and Minnie M. Woodruff

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 part 1st of the first part, in consideration of the sum of

--Two Hundred Eighty--

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part 2nd 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 45-46-47-48-49-50-51-52-53-54-56- on Baker Street
and Lots 55 and 57 on Chapel Street all in 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 S. S. Woodruff

has by this day executed and delivered 36 certain promissory note

to said part 2nd of the second part, for the sum of --Three Hundred Twenty four-- DOLLARS, bearing even date herewith, payable at Baldwin State Bank -- Kansas, in equal installments of

Nine DOLLARS each, the first installment payable on the 6th day of Feb'y 1926, the second installment on the 6th day of March 1926 and one installment on the 6th days of each month 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 2nd 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 mortgagee.

Now if said S. S. Woodruff

shall pay or cause to be paid to said part 2nd of the second part, its successors, 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 be by these presents become due and payable, and said part 2nd 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 and to with the said part 2nd 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 whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

ATTEST:

S. S. Woodruff

Mrs Minnie M. Woodruff

STATE OF KANSAS,

Shannon Douglas County

BE IT REMEMBERED, That on this 15 day of Jan

A. D. 1926, before me W. M. Clark a Notary Public in and for said County and State, came

S. S. Woodruff and Minnie M. Woodruff, his wife,

to me personally known to be the same person 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 note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.

AS WITNESS MY HAND, this 12 day of Feb'y 1926

ATTEST:

Corp. Seal

The Baldwin State Bank
W. M. Clark, Vice Pres.

DEBIT INSTRUMENT ON INSTALLMENT MORTGAGE

This Deed was written and the original is on file entered this 13 day of Dec 1926
E. E. Armstrong
Reg. of Deeds
Douglas County