

## MORTGAGE RECORD 70

SAML DOUGLASS STATIONERY CO KANSAS CITY MO 64107

Rep. No. 1969  
Fee Paid 5.20

FROM

Francis D. Potts  
TO

Baldwin State Bank.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of  
Aug. A. D. 1926 At 11:55 A. M.

Jas E. Wellman

Register of Deeds.  
Deputy.

By:

THIS INDENTURE, Made this 1<sup>st</sup> day of August

19 26, between

Francis D. Potts and Nora May Potts his wife

of Douglas County, in the State of Kansas of the first part, and

The Baldwin State Bank

of Baldwin City, 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

Two Thousand

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part y 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 forty one (41) forty two (42) Forty three (43) and forty four (44) on

Fifth street, Baldwin City.

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 Francis D. Potts and

Nora May Potts

have this day executed and delivered 114 certain promissory note \$

to said part y of the second part, for the sum of Twenty Eight Hundred Fifty

DOLLARS,

bearing even date herewith, payable at Baldwin State Bank, Baldwin Ks. Kansas, in equal installments of

Twenty Five

DOLLARS each, the first installment payable on the 2<sup>nd</sup>day of September 1926, the second installment on the 2<sup>nd</sup> day of October 1926and one installment on the 2<sup>nd</sup> 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. Appraisement waived at option of mortgage.

Now if said Francis D. Potts and Nora May Potts

shall pay or cause to be paid to said part y 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 part 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 part y of the second part, executors, administrators 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.

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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:

Francis D. Potts

Nora May Potts.

STATE OF KANSAS.

County of Douglas

BE IT REMEMBERED, That on this 24 day of August

A. D. 1926, before me W.M. Clark

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

Francis D. Potts and Nora May Potts 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.

IS

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

19 27

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 10<sup>th</sup> day of July 19 26

ATTEST:

(Corp Seal)

The Baldwin State Bank  
C. L. Butler - Pres

This release was written on the original mortgage and filed with the Clerk of Douglas County 1926

Notary Public

Deputy Notary