

MORTGAGE RECORD 70

223

Receiving No. 7076

Reg. No. 1728

Filed 1-1-00

SAUL GOODWORTH STATIONERY CO. KANSAS CITY MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

December A. D. 19 38. At 3:30 P.M.

TO

By

Deputy.

*Harold A. Butler*THIS INDENTURE, Made this 19th day of Dec 19 38, between

Hattie Osborne

of Baldwin City, 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 part y of the first part, in consideration of the sum of

Four hundred fifty ----- 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:

The South Seventy Nine (79) feet of Lots numbered One Hundred Eighteen (118) and One Hundred Nineteen (119) on Chapel Street Baldwin City Kansas.

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 Hattie Osborne

has this day executed and delivered one certain promissory note

to said part y of the second part, for the sum of Four hundred fifty ----- DOLLARS,

bearing even date herewith, payable at The Baldwin State Bank, Baldwin City Kansas, in equal installments of

Fifteen ----- DOLLARS each, the first installment payable on the 1st

day of February 19 39, the second installment on the 1st day of March 19 39

and one installment on the 1 days of Each month except Apr. June Oct. & Dec. 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 mortgagee.

Now if said Hattie Osborne

shall pay or cause to be paid to said part y 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 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 part y of the first part, for herself and her heirs, do as hereby covenant to and with the

said part y of the second part, executors, administrators or assigns, that she is lawfully seized in fee of said premises, and has

good right to sell and convey the same, that said premises are free and clear of all incumbrances.

and that she will, and her 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 y of the first part has hereunto set her hand the day and year first above written.

ATTEST:

Hattie Osborne

STATE OF KANSAS,

County of Douglas County,

ss.

BE IT REMEMBERED, That on this 19th day of Dec.

A. D. 19 38, before me

W. M. Clark

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

Hattie Osborne a single woman

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.

(SEAL)

My commission expires May 15 19 39

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 3rd day of Jan. 19 45

ATTEST:

(Corp. Seal)

The Baldwin State Bank
C.B. Butell, CashierThis release
was written
on the original
mortgage
this 4th day
of Jan.
1945
Harold A. Butler
Reg. of Deeds