

## MORTGAGE RECORD 90

Receiving No. 24906

Reg. No. 4391  
Fee paid \$5.00

The World Co., Lawrence, Kansas

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of  
October A.D. 1915, At 10:30 A. M.Harold A. Beck  
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twenty-first day of August A.D. 1915, between Earl W. Whitley and Mildred Lorene Whitley, husband and wife

of Baldwin in the County of Douglas and State of Kansas  
of the first part, and The Baldwin State Bank

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The South 24 feet of Lot No. Twenty Six (26) and all of  
Lot No Twenty Seven (27) on Ninth Street, in Baldwin City,  
Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of the sum of Two thousand Dollars, according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part -- executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said heirs and assigns

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

Signed, sealed and delivered in presence of

Earl W. Whitley (SEAL)

Mildred L. Whitley (SEAL)

STATE OF KANSAS, }  
County of Douglas } ss. BE IT REMEMBERED, That on this 21 day of August  
A.D. 1915 before me C. B. Rutell a Notary Public in and for said County and State,  
came Earl W. Whitley and Mildred L. (Lorene) Whitley, husband and wife(SEAL) 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.

My Commission expires 9-1-22 19 C. B. Rutell Notary Public.

## RELEASE

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 13 day of July A.D. 1915

E. M. Edgerton  
Baldwin State BankBaldwin State Bank  
C. B. Rutell (Seal)This release  
was written  
on the original  
mortgage  
entered  
this 15 day  
of July  
1915Harold A. Beck  
Reg. of Deeds  
Dwight M. Beck  
Deputy