

## MORTGAGE RECORD 90

The World Co., Lawrence, Kansas

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

November A.D. 1948, At 11:40 A. M.

TO

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 8th day of Nov. A.D. 1948 between John G. Tilghman and Altha Ruth Tilghman, his wife

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

of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fourteen hundred 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 North 37.5 feet of the South 22 feet of Lots 93, 95, and 97

on Jersey Street, 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 John G. Tilghman and Altha Ruth Tilghman 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 Fourteen Hundred Dollars, according to the terms of a note certain date this day executed and delivered by the said John G. Tilghman and Altha Ruth Tilghman 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 its 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 parties making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, sealed and delivered in presence of

John G. Tilghman (SEAL)

Altha Ruth Tilghman (SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 8th day of Nov.

County of Douglas County

A.D. 1948 before me C. E. Putell

a Notary Public in and for said County and State, came John G. Tilghman and Altha Ruth Tilghman, his 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 Sept. 4 1948 C. E. Putell 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 25th day of July A.D. 1948.

Attest: Harry A. Barnett (Clerk)

The Baldwin State Bank  
B. A. Putell President

This release was written on the original mortgage entered this 26th day of July 1948

Harold A. Beck  
Reg. of Deeds  
Deputy