

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 1<sup>st</sup> day of May in the year of our Lord, Nineteen  
hundred and three (1903) between Phelps A. Perry and John E. Perry her  
husband of Baldwin City in the County of  
Douglas and State of Kansas, of the first part, and the Baldwin State Bank of  
Baldwin City, Douglas County and State of Kansas of the second part:  
Witnesseth, That the said part us of the first part, in consideration of the sum of  
Two Hundred and Fifty (250) and 00/100 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: Lot number Sixty seven (67) Lot number Sixty  
Nine (69) Lot number Seventy One (71) and Lot number Seventy Three (73) all  
on Baker Street, in Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said  
Phelps A. Perry and John E. Perry do hereby covenant and agree that  
at the delivery hereof they are the lawful owners 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 Hundred Fifty Dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said Phelps A. Perry and John E. Perry her husband to the said party of the second part  
the Baldwin State Bank etc and assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if  
any there be, shall be paid by the party of making such sale, on demand, to said Phelps A. Perry and John E. Perry their  
heirs and assigns.

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

Signed, Stated and Delivered in Presence of

Phelps A. Perry [SEAL]  
John E. Perry [SEAL]  
[SEAL]

STATE OF KANSAS, ss.  
County of Douglas

BE IT REMEMBERED, That on this 1<sup>st</sup> day of May A. D. 1903, before me  
W. Bristol a Notary Public in and for said County and State, came  
Phelps A. Perry and John E. Perry

to me personally known to be the same  
person 3 who executed the foregoing instrument 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 Nov 19 1906

W. Bristol Notary Public.

Filed for Record the 23 day of June A. D. 1903, at 8<sup>00</sup> o'clock A. M.  
A. W. Armstrong Register of Deeds.  
By J. L. Looman Deputy.

This note herein described, having been paid in full, this mortgage is hereby released and the lien hereby created is terminated. Witness my hand and seal of office, at Baldwin City, Mo., April 25, 1905.  
Recorded April 25, 1905.  
Register of Deeds.

The following is enclosed on the original instrument.