

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 25th day of June in the year of our Lord, Nineteen  
Hundred three, between E. M. Bander, single man  
of Baldwin in the County of

Douglas and State of Kansas, of the first part, and  
Mary E. Shewalter of the second part:  
Witnesseth, That the said party of the first part, in consideration of the sum of  
Nine hundred (900) Dollars,

to him 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 her 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 Thirty four (34) and Thirty five (35) and  
north two feet lot thirty six (36), on Fifth Street, Baldwin, County and State  
aforsaid.

except the building now used as Shirk factory  
with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
E. M. Bander do hereby covenant and agree that  
at the delivery hereof he is 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  
Nine Hundred (900) dollars  
according to the terms of one certain promissory note this day executed  
and delivered by the said E. M. Bander to the said party of the second part  
said note due three years after date and drawing interest at the rate of 7% per annum, payable  
on the 25th day of June in each year, with the privilege of paying \$100.00 or more at any time on principal.

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 her 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 making such sale, on demand, to said E. M. Bander his  
heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

E. M. Bander [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas ss.BE IT REMEMBERED, That on this 25th day of June A. D. 1922, before me  
W. Bristow a Notary Public in and for said County and State, cameE. M. Banderto me personally known to be the same  
person 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. 19th, 1926.W. Bristow

Notary Public.

Filed for Record the 6th day of July A. D. 1922, at 11 o'clock P. M.W. L. Armstrong Register of Deeds.By J. L. Lawrence Deputy.

The following is endorsed on the original instrument.  
The party herein described having paid in full this mortgage  
is hereby released and the lien hereby created is discharged.  
Attesting my hand this 12 day of April A.D. 1908.  
W. M. E. Shewalter.

Recorded April 17th 1906.  
W. L. Armstrong  
Register of Deeds.

At 11 o'clock on July 6th 1922, the following is endorsed on original instrument  
at 11 o'clock on Dec 21st A.D. 1903