

MORTGAGE RECORD No. 42.

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

This Indenture, Made this 15th day of Sept. in the year of our Lord, eighteen hundred and four between Fred. Harpster and M. A. Harpster his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Bank of Benton of the second part:

Witnesseth, That the said part^s of the first part, in consideration of the sum of Sixteen hundred and fifty 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:

Lots (1 to 14) one to sixteen inclusive on Orange street Lots one to thirty two (32) inclusive on Monroe street, lots 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 35 and 36 on Monroe street; lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20 & 22 on Monroe street all in the City of Baldwin.

with all the appurtenances, and all the estate, title and interest of the said part^s of the first part therein. And the said Fred. Harpster and M. A. Harpster 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 (\$1600.00) according to the terms of one certain note this day executed and delivered by the said first parties to the said part^s of the second part on Sept. 15th 1905 bearing interest at 7% per annum payable annually

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 part^s 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 part making such sale, on demand, to said first parties their heirs and assigns.

IN WITNESS WHEREOF, The said part^s of the first part have hereunto set their hand and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of

Fred. Harpster [SEAL]
M. A. Harpster [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 15th day of September A. D. 1905, before me W. Bristow a Notary Public in and for said County and State, came Fred. Harpster and M. A. Harpster, his wife to 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. 18 1906 W. Bristow Notary Public.

Filed for Record the 16th day of September A. D. 1905, at 11⁰⁰ o'clock A. M.
C. W. Armstrong Register of Deeds.
By Edw. C. Armstrong Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the deed hereunto attached is returned to the Bank of Benton, Missouri, on the 11th day of May 1906.
Attest:
James Miller, Clerk.

Recorded May 14 - 1909
Hoyd. J. J. J. J.
Minister of Finance