

MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty-first day of February in the year of our Lord, 1922,
Hundred and Five, between Edward F. Borschel and Electa S. Borschel,
his wife, of _____ in the County of
Douglas and State of Kansas, of the first part, and
Chester C. Baynes of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Twelve Hundred (\$1200.) 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 his 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 East One-half of the North West Quarter of Section No.
Twelve, and the South West Quarter of the North East Quarter
of Section No. Twelve (12), in Township No. Twelve (12),
South, of Range No. Seventeen (17), East of the 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Edward F. Borschel & Electa S. Borschel 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, and that they will sign and defend the same in all
laws and assigns forever, against all persons lawfully claiming the same.

This Grant is intended as a Mortgage to secure the payment of the sum of

Twelve Hundred Dollars

according to the terms of one certain mortgage and this day executed
and delivered by the said parties of the first part to the said part of the second part
due in five years from date, with interest payable to maturity as evidenced by coupons
attached thereto, and interest after maturity or default at the rate of 10% per annum until
fully paid in cash or by Sheriff's Deed of sale of property
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 of the second part his 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 of the first part, their making such sale, on demand, to said parties of the first part, their
heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

E. F. Borschel [SEAL-]
Electa S. Borschel [SEAL-]
[SEAL-]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1922, before me

Obetie of the Peace a Notary Public in and for said County and State, came
Edward F. Borschel and Electa S. Borschel 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 _____

Thomas J. Custard
Justice of the Peace Notary Public.

Filed for Record the 7th day of March A. D. 1922, at 11⁰⁰ o'clock A. M.

A. W. Armstrong Register of Deeds.
Ellis J. Armstrong Deputy.

(The following is endorsed on the original instrument)

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