

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this 18<sup>th</sup> day of August, in the year of our Lord, one thousand one hundred and six between John H. Baker and Jane Baker his wife of Marion Twp. in the County of Douglas and State of Kansas, of the first part, and Lucy Thomas of the second part:

Witnesseth, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Twenty Eight Hundred & 00<sup>00</sup> / 100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage to the said part 2<sup>d</sup> 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: The South one half 1/2 of the

South East quarter (1/4) and the East one half (1/2) of the North East quarter (1/4) all of Section Ten (10) Township Fifteen (15) Range Eighteen (18)

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said John H. Baker & Jane Baker 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

Twenty Eight Hundred & 00<sup>00</sup> / 100 according to the terms of one certain Promissory note this day executed by John H. and Jane Baker to the said part 2<sup>d</sup> of the second part and delivered by the said

being equal date herewith; due in 5 years at 6% annual interest 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 of 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 2<sup>d</sup> 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 part 2<sup>d</sup> making such sale, on demand, to said John H. and Jane Baker her heirs and assigns.

IN WITNESS WHEREOF, The said part 1<sup>st</sup> of the first part has hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

John H. Baker (SEAL.)  
Jane Baker (SEAL.)  
(SEAL.)

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 18<sup>th</sup> day of August, A. D. 1906, before me

a Notary Public in and for said County and State, came

John H. Baker and Jane Baker 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

J. A. Keeler  
Notary Public.

Filed for Record the 20<sup>th</sup> day of Aug., A. D. 1906, at 9<sup>20</sup> o'clock A. M.

W. H. Armstrong Register of Deeds.  
By J. A. Armstrong Deputy.

The following is recorded on the original instrument:  
The within Mortgage, having been paid in full, it is hereby  
returned on this 18th day of August 1906.  
Wm. H. Armstrong

Recorded April 19 1913

Register of Deeds.