

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gayette Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

The note herein described having been paid in full, this receipt is hereby released and the Union Security created discharged. As witness my hand this 21 day of September, A. D. 1915.

Recorded Sept. 22nd 1915

Philip Lawrence  
Registral Clerk

Wm. W. W.

S. J. Benedict, Admins.

This Indenture, Made this 1<sup>st</sup> day of May - in the year of our Lord nineteen  
hundred and eight between W. T. Busby and M. A.  
Busby husband & wife of B. Adams in the County of  
Douglas and State of Kansas, of the first part, and  
Bessie R. Benedict of the second part:

Witnesseth, That the said party 2 of the first part, in consideration of the sum of Six 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 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:

Lots Fifty two (52) and Fifty four (54) High Street,  
Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 2d of the first part therein. And the said \_\_\_\_\_  
Grantors do hereby covenant and agree that  
 at the delivery hereof they are the lawful owner<sup>s</sup> 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  
\$ 650.<sup>00</sup>  
 according to the terms of one certain note this day executed  
 and delivered by the said W. J. Busby & M. B. Busby jointly to the said part 4 of the second part

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, 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 party making such sale, on demand, to said heirs of the first part or heirs and assigns.

IN WITNESS WHEREOF, The said part us of the first part have ~~hereunto~~ set their hand and seal 2 the day and year first above written.

*Signed, Sealed and Delivered in presence of*

STATE OF KANSAS,

STATE OF KANSAS, }  
*Douglas County* } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of May A. D. 1905, before me,

\_\_\_\_\_ a Notary Public in and for said County and State, came  
W. T. Busby and M. H. Busby - 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 July - 18 - 1908

W. A. M<sup>c</sup>Clure, Notary Public.

Filed for Record the 26 day of May - A. D. 1908, at 11<sup>40</sup> o'clock A. M.

By Chas. E. Armstrong Register of Deeds  
 Deputy