

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 18th day of June in the year of our Lord one thousand and Eight, between George G. Hayler and Allie M. Hayler his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and Emma C. Sunder of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Six Hundred 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 part 2^d 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 West Forty (40) feet of Lot One Hundred and Twenty three (123) and the east ten (10) feet of Lot One Hundred and Twenty five (125). All on Indiana Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Grantors 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 \$600.00 according to the terms of one certain note this day executed and delivered by the said George G. Hayler & Allie M. Hayler to the said part 2^d 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 part 2^d of the second part, or 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 George G. Hayler, or his heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

George G. Hayler [SEAL]
Allie M. Hayler [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 18th day of June A. D. 1908, before me, W. A. McClure a Notary Public in and for said County and State, came George G. Hayler and Allie M. Hayler 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 - 18th 1911 W. A. McClure Notary Public.

Filed for Record the 3^d day of July A. D. 1908, at 9⁰⁰ o'clock A. M.

Alb. Armstrong Register of Deeds.
By Elie C. Armstrong Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the same is hereby granted discharged. As witness my hand this 18th day of June A. D. 1908.
W. A. McClure Notary Public.
Secretary per Elie C. Armstrong President

Recorded Aug 2nd 1911
Hoyd J. Lawrence
Register of Deeds

An Assignment See Book 45 Page 379