

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 27<sup>th</sup> day of December in the year of our Lord 1908 hundred and eight, between C. P. Morgan (married) of Baldwin in the County of

Douglas and State of Kansas, of the first part, and S. H. Green of Baldwin - Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand (\$1000) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has 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:

Lots one (1) and two (2) on sixties Sect., Baldwin City - County and State aforesaid,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said C. P. Morgan do hereby covenant and agree that at the delivery hereof he is 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 One Thousand Dollars, according to the terms of One certain Note this day executed and delivered by the said C. P. Morgan to the said party 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 C. P. Morgan - his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of C. P. Morgan [SEAL] W. M. Buckles [SEAL] [SEAL]

STATE OF KANSAS, } ss. County of Douglas } DE IT REMEMBERED, That on this 27<sup>th</sup> day of Dec. A. D. 1908, before me, A. B. Paneroy of C. P. Morgan a Notary Public in and for said County and State, came \_\_\_\_\_ 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 28 - 1910 A. B. Paneroy Notary Public.

Filed for Record the 30<sup>th</sup> day of Dec. A. D. 1908, at 11<sup>20</sup> o'clock A. M. Althrusburg Register of Deeds. W. C. Armstrong Deputy.

The following is endorsed on the original instrument: This mortgage was given for the purpose of securing the payment of a note for \$1000.00 payable to C. P. Morgan on the 16 day of July A.D. 1910. S. H. Green

Recorded Aug 28 1922  
Estelle J. Nelthrop Duffel

One file of 16 endorsed on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same is hereby cancelled. As witness my hand this 10 day of November, 1910. W. C. Armstrong

Recorded Dec 27 1908  
A. B. Paneroy