

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

This Indenture, Made this 1<sup>st</sup> day of February in the year of our Lord one thousand  
hundred & nine, between Marriett S. Stephens and J. J.  
Stephens, husband and wife, of Baldwin in the County of

Douglas and State of Kansas, of the first part, and  
Waldwin State Bank (Baldwin-Kansas) of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
Fifteen Hundred 00/100 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 their 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 half of Lot No. Fourteen (14), and all of Lots  
Fifteen and Sixteen (15 & 16), and the North one half of Lot  
Seventeen (17), together with all appurtenances thereto. On  
Sixth Street in the City of Baldwin, County of Douglas,  
and State of Kansas.

with all the appurtenances, and all the estate, title and interest of the said part as of the first part therein. And the said  
Marriett S. Stephens & J. J. Stephens do hereby covenant and agree that  
 at the delivery hereof they are the lawful owners 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  
Fifteen Hundred Dollars  
 according to the terms of one certain note this day executed  
 and delivered by the said Marriett S. Stephens & J. J. Stephens to the said parties 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 parties of the second part, their 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 Marriett S. Stephens & J. J. Stephens  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

J. L. Stephens [SEAL]  
Marriett S. Stephens [SEAL]  
[Signature] [SEAL]

## STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 1<sup>st</sup> day of Feb. A. D. 1909, before me,  
W. M. Clark a Notary Public in and for said County and State, came  
J. J. Stephens and Marriett S. Stephens  
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 May - 15 - 1911 W. M. Clark Notary Public.

Filed for Record the 9<sup>th</sup> day of Feb. A. D. 1909, at 9<sup>10</sup> o'clock 9 M.  
Floyd L. Lawrence Register of Deeds.  
[Signature] Deputy.

The following is endorsed on the original instrument:  
 The note herein described having been paid, this mortgage is hereby released and the  
 lien thereby created discharged. As witness my hand this 1<sup>st</sup> day of Feb. A. D. 1909.  
Waldwin State Bank  
W. M. Clark

Received July 21, 1911  
Floyd L. Lawrence  
Register of Deeds