

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

This Indenture, Made this 17th day of March in the year of our Lord 1909 and nine, between Lena Knapp Runyan and W. M. Runyan's husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of fifteen hundred (\$1500.00) 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 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:

Lot Nos. 23, 25, 27, 29, 31, 33, 35, 37, 39, and 41, on Elm Street; and lots Nos. 24, 26, 28, 30, 32, 34, 36, 38, 40 and 42 on Dearborn Street, all in Baldwin City, Kansas.

— Copy of note attached to this mortgage —

Baldwin, Kansas, March 17th 1909
Three years — after date for value received, we promise to pay to the order of W. M. Runyan — Fifteen hundred (\$1500.00) Dollars, with interest from date at the rate of 6% per cent per annum payable semi-annually until paid, at the office of The Peoples State Bank of Baldwin, Kansas. Lena Knapp Runyan (Parties)
W. M. Runyan with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors 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 \$1500.00 according to the terms of one certain note this day executed and delivered by the said Lena Knapp Runyan and W. M. Runyan 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 Parties of the first part or his heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Lena Knapp Runyan [SEAL]

W. M. Runyan [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 17th day of March A. D. 1909, before me,

W. A. McBlure a Notary Public in and for said County and State, came

Lena Knapp Runyan and W. M. Runyan her husband

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 1909 W. A. McBlure Notary Public.

Filed for Record the March 18th day of March A. D. 1909, at 8:30 o'clock A. M.

Clay L. Lawrence Register of Deeds.

Deputy.

(For Release see Book 51 Page 186)