

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 16 day of April in the year of our Lord Nineteen Hundred Nine, between Estella Beaton and John Beaton, her husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and

The Baldwin State Bank of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of

Sixteen 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 party of the second part, ^{successors} 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 Number Thirty (30), Thirty One (31), Thirty Two (32) and Thirty Three (33) on Ninth Street, Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Estella Beaton and John Beaton 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

Sixteen Hundred dollars

according to the terms of three certain notes this day executed and delivered by the said Estella Beaton and John Beaton to the said party of the second part \$55.00 due in one year, \$55.00 due in two years, \$55.00 due in three years with interest payable annually

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, its ^{successors} heirs, 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 Estella Beaton, her 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

Estella Beaton [SEAL]

John Beaton [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of April A. D. 1909, before me,

W. M. Clark a Notary Public in and for said County and State, came

Estella Beaton and John Beaton, 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 May 15 1911

W. M. Clark Notary Public.

Filed for Record the 28 day of July A. D. 1909, at 9 1/2 o'clock P. M.

Floyd L Lawrence Register of Deeds.
Deputy.

For Release See Book 57 Page 203