

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 7 day of June in the year of our Lord ninteen Hundred nine, between L. J. Reser and Henrietta Reser, his wife 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 Seven Hundred fifty 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 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 Ten (10) and Eleven (11) Block Ninety Two (92) Palmyra Addition to Baldwin City, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said L. J. Reser and Henrietta Reser 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 Seven hundred fifty dollars, and interest according to the terms of 45 certain notes this day executed and delivered by the said L. J. Reser and Henrietta Reser to the said party of the second part each note 5.1525 with 10% interest from maturity, first note payable Sept. 15, 1909 and monthly thereafter

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 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 L. J. Reser, 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

L. J. Reser [SEAL]

Henrietta Reser [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7 day of June A. D. 1909, before me,

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

L. J. Reser and Henrietta Reser, his wife,

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 9.04 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This mortgage is intended to be a mortgage and not a sale. As witness my hand this 7th day of June, 1909. A. D. 1911.

Baldwin State Bank
W. M. Clark Clerk

(Copy sent)

Recorded Sept. 5th 1914

Floyd L. Lawrence
Register of Deeds
Chas. B. Wright