

## MORTGAGE RECORD No. 45.

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

This Indenture, Made this 15 day of March in the year of our Lord fourteen Hundred Nine, between Fred Harpster and Mary A. Harpster 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 fourteen 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 its 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 Thirty One (31) Thirty Two (32) and Lot Thirty Three (33); and the South four (4) feet of Lot thirty (30) on Eighth Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Fred Harpster, Mary A. Harpster 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 \$14.00 according to the terms of one certain note this day executed and delivered by the said Fred Harpster, Mary A. Harpster to the said party of the second part due in one year with seven per cent interest.

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, 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 Fred Harpster 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

Fred Harpster [SEAL]

Mary A. Harpster [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 15 day of Mar A. D. 1909, before me,

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

Fred Harpster and Mary A. Harpster 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 28 day of July A. D. 1909, at 9<sup>12</sup> o'clock 9 M.

Floyd L Lawrence Register of Deeds.  
Deputy.

The following is enclosed of the original instrument  
by which the above described property was conveyed to the mortgagee  
by Fred Harpster and Mary A. Harpster their heirs and assigns  
and, that 12 days of Oct 20 1909 Baldwin State Bank  
by A. W. Butell Pres. W. M. Clark Cash.

Recorded Oct 15 1909  
Floyd L Lawrence  
Register of Deeds.

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