

MORTGAGE RECORD No. 45.

323

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

This Indenture, Made this 19 day of Dec in the year of our Lord Nineteen
hundred eight, between W. T. Busby and M. H. Busby
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
Four hundred \$400.00 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 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:

Beginning at the North West Corner of the South-east
quarter of Section Twenty-seven Township fourteen Range
Twenty, thence south 100 rods, thence east 80 rods, thence
north 20 rods, thence west 10 rods, thence north 80 rods
thence west 70 rods to place of beginning 45' or more or
less, less a strip along north side of same 16 1/2 ft wide
commencing at a point 35 ft. east of N.W. corner of said
land thence east to N.E. corner of said land.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
W. T. Busby and M. H. Busby do hereby covenant and agree that
at the delivery hereof they 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 except Mortgage of \$500.00 in
favor of Bartlett Bros. Land and Loan Company
This Grant is intended as a Mortgage to secure the payment of the sum of

according to the terms of one certain note this day executed
and delivered by the said W. T. Busby and M. H. Busby to the said party of the second part
Two years after date with 5% 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 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 W. T. Busby
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
S. Hongland W. T. Busby [SEAL]
M. H. Busby [SEAL]
[SEAL]

STATE OF KANSAS.

County } ss.

BE IT REMEMBERED, That on this 19th day of Dec A. D. 1908, before me,

a Notary Public a Notary Public in and for said County and State, came
W. T. Busby and M. H. Busby, husband
and wife M. H. Busby 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 15th 1911 W. A. McClure Notary Public.

Filed for Record the 25 day of July A. D. 1909 at 9:45 o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The following is a copy of the original instrument
The note herein described being hereunto filed this mortgage is hereby released,
and the lien thereby created, extinguished. As witness my hand, this 8 day of
March, A. D. 1910
W. A. McClure
Notary Public

Recorded March 10 1910
Floyd L. Lawrence
Register of Deeds