

MORTGAGE RECORD No. 45.

427

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

This Indenture, Made this twentieth day of December in the year of our Lord Nineteen hundred and nine (1909) between George B Baker & Louisa Baker, his wife of Douglas and State of Kansas, of the first part, and E B Whitsett of St Louis, Mo. of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of Two hundred ninety four and no 102 94 ¹⁰⁰ 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 part of 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:

Beginning, four ¹/₄ rods North of the South West Corner of the North West Quarter of the South West Quarter of Sec. Twenty nine (29) in Township twelve (12) South, of Range twenty (20) East of the 6th M. & N. E. 34 rods North 5 ¹/₄ rods West 28 rods to the West line of Block Eight (8), South 5 ¹/₄ East through said Block eight (8) 8 rods to place of beginning in North Lawrence Ed containing one (1) acre more or less

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said George Baker do hereby covenant and agree that at the delivery hereof he is the lawful owner 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 \$ 294 ¹⁰⁰ according to the terms of one certain note this day executed and delivered by the said George Baker to the said part of 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 part of 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 part of making such sale, on demand, to said George Baker his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

George Baker [SEAL]
Louisa Baker [SEAL]
[SEAL]

Missouri
STATE OF KANSAS, } ss.
City of St Louis

BE IT REMEMBERED, That on this 20th day of Dec A. D. 1909, before me,

Joseph W. Kerr a Notary Public in and for said County and State, came George Baker and Baker his wife

to me personally known to be the same persons 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 19 th 1913

Joseph W. Kerr Notary Public.
St Louis State of Missouri

Filed for Record the 24th day of Dec A. D. 1909, at 7³⁰ o'clock A M.

Floyd L Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the same is thereby created discharged.
Attest my hand this 15th day of March A. D. 1926
E. B. Whitsett
Attest:
W. E. Black
Register of Deeds

Recorded March 18 th 1926
Paul C. Bellemain
Register of Deeds