

Mortgage Record.

119

This Indenture, Made this 14th day of July A. D. 1909, between
J. A. McPheters and Clara McPheters, his wife
of Douglas County, in the State of Kansas of the first part, and
The Peoples State Bank, (a corporation) of Baldwin
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of
Three hundred twenty four and no DOLLARS
the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the
second part, its successor and assigns, all the following described REAL ESTATE, situated in Douglas County,
and State of Kansas, to-wit:-

Lots one (1), Two (2), Three (3), Four (4), Nine (9), Ten (10),
Eleven (11) and Twelve (12) in Block Eighty-five (85) in
what was formerly Palmyra, now in the City of Baldwin
Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging, or in anywise appertaining, forever:-

PROVIDED, ALWAYS, And these presents are upon this expressed condition, that whereas said

J. A. McPheters and
Clara McPheters their certain promissory note in writing to said party of the second part of
which the following is a copy Baldwin Kansas, July 12, 1909
Twelve months after date, for value received, we
promise to pay to the order of the Peoples State Bank
three hundred and twenty-four and no/100 Dollars, with
interest from maturity at the rate of 2 per cent per
annum, payable annually until paid, at the office
of the Peoples State Bank of Baldwin Kansas
Signed J. A. McPheters - Clara McPheters

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its assigns,
said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same,
then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money,
or any part thereof, or any interest thereon, is not paid, when the same is due, and if the taxes and assessments of every nature which are or
may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the
whole of said sum and sums, and interest thereon shall, and by these presents become due and payable, and said party of the second part
shall be entitled to the possession of said premises.

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

J. A. McPheters
Mrs. Clara McPheters

STATE OF KANSAS, } ss.
Douglas County.

BE IT REMEMBERED, That on this 14th day of July A. D. 1909, before me, the under-
signed, a Notary Public in and for the County and State aforesaid, came
J. A. McPheters and Clara McPheters
his wife

who are personally known to me to be the same person who executed the within instru-
ment of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my

Seal, the day and year last above written.



J. B. Ross Notary Public.

Term expires March 28th 1913

Recorded July 15th A. D. 1909, at 9²⁵ o'clock A. M.
Floyd L. Lawrence Register of Deeds.

The following is endorsed on the original instrument:
 Received of J. A. McPheters and Clara McPheters, his wife, \$324.00
 the within mortgaged money, as the sum of Three hundred twenty four and no/100
 Dollars in full satisfaction of the within mortgage of J. A. McPheters and Clara McPheters
 Recorded April 27 1911
 Floyd L. Lawrence
 Register of Deeds
 (For Recording, see Book 28 Page 241)