

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Underwood Block, Maers, Lawrence, Kan.

This Indenture, Made this seventh day of January in the year of our Lord 1911  
hundred and eleven, between Saty Eberhart, a widow  
 of Baldwin in the County of

Douglas and State of Kansas, of the first part, and  
J. F. Eberhart of Lawrence Douglas County Kansas of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of  
One hundred (\$100.00) DOLLARS,  
 to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage  
 to the said party of the second part her 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:

Lot number thirty seven (37), Ames street, Baldwin City, county and  
State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
Saty Eberhart do hereby covenant and agree that  
 at the delivery hereof that she 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  
one hundred Dollars (\$100.00)  
 according to the terms of one certain note this day executed  
 and delivered by the said Saty Eberhart to the said part of the second part  
said note due two years from date at 6% interest per annum from date

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 the second part, her 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 making such sale, on demand, to said Saty Eberhart her  
 heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Saty Eberhart [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7<sup>th</sup> day of January A. D. 1911, before me,  
Henry Albach a Notary Public in and for said County and State, came  
Saty Eberhart a widow



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 October 21 1912

Henry Albach

Notary Public.

Filed for Record the 7<sup>th</sup> day of January A. D. 1911, at 1<sup>15</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.

The foregoing is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, and the same is hereby certified to be true and correct. A. D. 1911.

Recorded July 18th 1922

Eschler & Co.

Register of Deeds