

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. "Gazette Co." PAPER, BINDER AND BLACK BOOK PLACES. LAWRENCE, KAN.

This Indenture, Made this 24 day of February in the year of our Lord nineteen hundred eleven, between Herman C. Rumsey and Laura H. Rumsey his wife of Baldwin in the County of Douglas and State of Kansas, of the first part, and

The Baldwin State Bank, of Baldwin, Kansas of the second part:

Witnesseth, That the said part ies of the first part, in consideration of the sum of Three Thousand Two DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by these presents do— grant, bargain, sell and mortgage to the said part y of the second part its successors 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:

The North half (N¹) of the South East Quarter (S.E.⁴) of Section Number Nine (9) Township Number Fourteen (14) Range Number Twenty (20) Less about one acre railroad right of way.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said Herman C. Rumsey and Laura H. Rumsey, his wife do— hereby covenant and agree that at the delivery hereof they are 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 Three Thousand Dollars according to the terms of one certain note this day executed and delivered by the said Herman C. Rumsey and Laura H. Rumsey to the said part y of the second part due in five years with five per cent interest payable annually as per five coupons attached

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 y of the second part, its successors 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 y making such sale, on demand, to said Herman C. Rumsey, his heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part ha^{ve} hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Herman C. Rumsey [SEAL]

Laura H. Rumsey [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 27 day of Feb A. D. 1911, before me,

Herman C. Rumsey and Laura H. Rumsey his wife a Notary Public in and for said County and State, came 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 11 1911

D. E. Kennedy Notary Public.

Filed for Record the 15 day of March A. D. 1911, at 9⁰⁰ o'clock 9 M.

Floyd L. Lawrence Register of Deeds.

Deputy.

This mortgage is subject to the original instrument. The same is hereby acknowledged by the parties thereto and the same is hereby recorded in full faith and belief that the same is a true and correct copy of the original instrument.

Baldwin State Bank
Charles Becker, Cash.
H. M. Clark, Cash.

Exp. 27 Feb 1911

Recorded Feb 24 1911
Floyd L. Lawrence
Register of Deeds

The note herein described having been paid in full, this mortgage is hereby released, and the lien, equity, estate, discharge, and all other rights and claims are hereby released, and the same is hereby acknowledged by the parties thereto and the same is hereby recorded in full faith and belief that the same is a true and correct copy of the original instrument.

This release was written on the original mortgage, and the same is hereby recorded in full faith and belief that the same is a true and correct copy of the original instrument.

Deputy