

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 17 day of July in the year of our Lord One Thousand Nine Hundred and Eleven, between William A. H. Cogad, a single man of Baldwin in the County of

Douglas and State of Kansas, of the first part, and The Peoples State Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Hundred (\$400.00) DOLLARS, to him 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 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:

Lot Number Twenty One (21) and Twenty Two (22) on Dearborn Street, in Baldwin City, Kansas, according to the recorded Plat Book

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said William A. H. Cogad 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 Four Hundred Dollars for 90 days according to the terms of one certain note this day executed and delivered by the said William A. H. Cogad to the said party 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, ~~and 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, 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 party making such sale, on demand, to said William A. H. Cogad, his heirs and assigns.

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

Signed, Sealed and Delivered in presence of

William A. H. Cogad [SEAL]

[SEAL]

[SEAL]

## STATE OF KANSAS.

Douglas County ss.

BE IT REMEMBERED, That on this 17 day of July A. D. 1911, before me,

William A. H. Cogad, a single man a Notary Public in and for said County and State, came

William A. H. Cogad, a single man 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 25 1913

J. C. Wise Notary Public.

Filed for Record the 18 day of July A. D. 1911, at 11:30 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.

Deputy.

Recorded July 26 1911  
 Floyd L. Lawrence  
 Register of Deeds.  
 (The following is endorsed on the original instrument)  
 For Value Received we hereby acknowledge full payment and satisfaction of the within mortgage and  
 hereby certify that the original instrument of which this is a copy is in our possession and we will  
 of record. Witness my hand this 22 day of July A. D. 1911.  
 J. C. Wise  
 Notary Public.  
 per J. C. Wise