

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 11<sup>th</sup> day of July in the year of our Lord nineteen  
hundred and eleven, between D. B. Stone and Nellis R. Stone,  
his wife of Baldwin in the County of  
Douglas, and State of Kansas, of the first part, and  
The Peoples State Bank of Baldwin of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Twelve hundred and no/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 4 of the second part its 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 forty-four (44), forty-five (45) and forty-six (46)  
sixth Street, Baldwin, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said  
parties of the first part 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  
twelve hundred  
 according to the terms of a certain promissory note this day executed  
 and delivered by the said parties of the first part to the said part 4 of the second part  
due six months after date with interest from date at the  
rate of 8% per annum

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 4 of the second part, the 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 4 making such sale, on demand, to said parties of the first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said parties 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

D. B. Stone [SEAL]  
Nellis R. Stone [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.  
D. B. Stone

BE IT REMEMBERED, That on this 11<sup>th</sup> day of July A. D. 1911, before me,



D. B. Stone and Nellis R. Stone, his wife a Notary Public in and for said County and State, came

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 March 20<sup>th</sup> 1913

J. B. Ross Notary Public.

Filed for Record the 18 day of July A. D. 1911, at 3<sup>30</sup> o'clock P. M.

Floyd L. Lawrence Register of Deeds.

Deputy.