

# MORTGAGE RECORD No. 49.

223

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

*Monetum*  
in the County of

of the second part:  
consideration of the sum of  
DOLLARS,  
margin, sell and mortgage  
in the County of Douglas,

*Capital Street*  
and *21*,  
Street and

said  
covenant and agree that  
a good and indefeasible

the payment of the sum of

part of the second part  
*sent*

ment, or any part thereof,  
te, and the whole amount  
administrators and assigns, at  
of all the moneys arising  
making such sales, and the  
al, his

day and year first above

*L* [SEAL]

[SEAL]

[SEAL]

A. D. 1911, before me,  
County and State, came

ally known to be the same  
ame.

official seal on the day and

*Notary Public.*

A. M.

Register of Deeds.

Deputy.

The following is returned on the return instrument:  
The entire heretofore described having been paid in full, this mortgage is hereby released and the  
lien thereby created is discharged. As witness my hand this 16th day of September, A. D. 1911.

Recorded Aug 16 1911  
E. L. Lawrence  
Register of Deeds

This Indenture, made this 16 day of Sept in the year of our Lord Monetum  
hundred and Eleven, Between  
Louise Havens, a widow of Baldwin in the County of  
Douglas and State of Kansas, of the first part, and  
The Baldwin State Bank of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of  
Six hundred fifty DOLLARS,  
to her duly paid, the receipt of which is hereby acknowledged, had sold, and by these presents do grant, bargain, sell and mortgage  
to the said part of the second part to 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:

Lot One hundred Twenty Six (126) and East half of Lot One  
hundred Twenty Eight (128) on Jersey Street, Baldwin City  
County of 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  
Louise Havens hereby covenant and agree that  
at the delivery hereof 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  
Six hundred fifty dollars  
according to the terms of one certain note this day executed  
and delivered by the said Louise Havens to the said part of the second part  
due in three years with 7% interest payable semi-  
annually

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, to successors 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 Louise Havens, 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  
Louise Havens [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS,  
Douglas County ss.

BE IT REMEMBERED That on this 16th day of September A. D. 1911, before me,  
Ethel Huff a Notary Public in and for said County and State, came  
Louise Havens

\_\_\_\_\_ 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 Aug 7 1915 Ethel Huff Notary Public.

Filed for Record the 18 day of Sept A. D. 1911, at 10 o'clock A. M.

E. L. Lawrence Register of Deeds.  
Deputy.