

MORTGAGE RECORD No. 49.

263

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

This Indenture, Made this 7th day of November in the year of our Lord nineteen
hundred eleven, between J. C. Talbot and Nellie A. Talbot
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 parties of the first part, in consideration of the sum of
Fifteen Hundred Eighty four 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 party of the second part the 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 of Lots Ninety (90) Ninety One (91) Ninety two (92)
Ninety three (93) Ninety four (94) and Ninety five (95) on Dearborn
Street, Baldwin City, County and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
J. C. Talbot and Nellie A. Talbot do hereby covenant and agree that
at the delivery hereof they are the lawful owners 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
Fifteen hundred Eighty four dollars
according to the terms of seventy two certain notes this day executed
and delivered by the said J. C. Talbot and Nellie A. Talbot to the said parties of the second part
Each for \$22.50 No 1 payable Dec 7, 1911, and one each
month thereafter until paid 10% interest from maturity

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 parties of the second part, their successors
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 parties making such sale, on demand, to said J. C. Talbot and Nellie A. Talbot, 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

J. C. Talbot [SEAL]
N. A. Talbot [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 8 day of Nov A. D. 1911, before me,



Ethel Huff a Notary Public in and for said County and State, came
J. C. Talbot and Nellie A. Talbot, his wife

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 11 day of Nov A. D. 1911, at 10 o'clock A M.

Thos H Lawrence Register of Deeds.
Deputy.

This mortgage is subject to the original instrument.
 The said parties of the first part, in consideration of the sum of
 Fifteen Hundred Eighty four 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 party of the second part the 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 of Lots Ninety (90) Ninety One (91) Ninety two (92)
 Ninety three (93) Ninety four (94) and Ninety five (95) on Dearborn
 Street, Baldwin City, County and State aforesaid.
 with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
 J. C. Talbot and Nellie A. Talbot do hereby covenant and agree that
 at the delivery hereof they are the lawful owners 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
 Fifteen hundred Eighty four dollars
 according to the terms of seventy two certain notes this day executed
 and delivered by the said J. C. Talbot and Nellie A. Talbot to the said parties of the second part
 Each for \$22.50 No 1 payable Dec 7, 1911, and one each
 month thereafter until paid 10% interest from maturity
 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 parties of the second part, their successors
 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 parties making such sale, on demand, to said J. C. Talbot and Nellie A. Talbot, 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
 J. C. Talbot [SEAL]
 N. A. Talbot [SEAL]
 [SEAL]
 STATE OF KANSAS,
 Douglas County } ss.
 BE IT REMEMBERED, That on this 8 day of Nov A. D. 1911, before me,
 Ethel Huff a Notary Public in and for said County and State, came
 J. C. Talbot and Nellie A. Talbot, his wife
 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 11 day of Nov A. D. 1911, at 10 o'clock A M.
 Thos H Lawrence Register of Deeds.
 Deputy.