

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 16 day of September in the year of our Lord one thousand nine hundred nine, between B. S. Kuhn and Mrs Emma B Kuhn his wife 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 us of the first part, in consideration of the sum of Twelve hundred 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 of of the second part to 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 Seventy Two (72) and Seventy four (74) on Chapel Street Baldwin City Kansas

with all the appurtenances, and all the estate, title and interest of the said part us the first part therein. And the said B. S. Kuhn and Mrs Emma B Kuhn 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 Dollars according to the terms of one certain note this day executed and delivered by the said B. S. Kuhn and Emma B Kuhn to the said part of of the second part due in one year with 7% interest

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 of the second part, to assigns, 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 of making such sale, on demand, to said B. S. Kuhn heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

B. S. Kuhn [SEAL]
Emma B. Kuhn [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas Kansas } ss.

BE IT REMEMBERED, That on this 16 day of Sept A. D. 1909, before me, W. M. Clark a Notary Public in and for said County and State, came B. S. Kuhn and Emma B. Kuhn his wife 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 May 15 1911

W. M. Clark Notary Public.

Filed for Record the 10 day of July A. D. 1910, at 9 o'clock 9 M.

Floyd L. Lawrence Register of Deeds.
Deputy.

The note herein described having been paid in full in July 1910, this mortgage is hereby released and the lien hereby created thereon is hereby released and the same is hereby acknowledged as witness my hand and seal of office this 10th day of July 1910.
 W. M. Clark
 Notary Public
 Baldwin City, Mo.
 Recorded Mar. 20 1911
 Floyd L. Lawrence
 Register of Deeds

This mortgage is released as the original instrument is hereby released and the same is hereby acknowledged as witness my hand and seal of office this 10th day of July 1910.
 Recorded Dec 27 1910