

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. (Revised Oct. 1916) ISSUED UNDER THE MORTGAGE LAW OF KANSAS.

This Indenture, Made this 7th day of October in the year of our Lord nineteen
hundred and Ten, between Elmer E. Butler and Lara Butler
his wife of Amosha in the County of
Baldwin State of Kansas, of the first part, and The Baldwin State Bank
of the second part:

Witnesseth, That the said part first of the first part, in consideration of the sum of
Twelve Hundred 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 4th of the second part its 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:

- (a) That part of Subdivision four and five East of Railroad.
(b) Subdivision Six (6) and North half of Seven (7)
(c) Beginning thirty eight (38) rods North of South East Quarter of North west quarter,
thence North twenty-eight rods (28) to rail-road, thence South west thirty-two (32) rods
thence east to beginning. All in Section Eight, Township fifteen, Range Twenty (20), County
and State aforesaid.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Elmer E. Butler and Lara Butler do hereby covenant and agree that
at the delivery hereof they are the lawful owner^s 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 Elmer E. Butler and Lara Butler to the said part 4th of the second part
due in three years with 7% interest payable 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 4th of the second part, its 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 4th making such sale, on demand, to said Elmer E. Butler, his
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seal^s the day and year first above
written.

Signed, Sealed and Delivered in presence of

Elmer E. Butler [SEAL]
Lara E. Butler [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 27 day of Oct A. D. 1910, before me,

H. M. Clark
Elmer E. Butler and Lara Butler, 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 May 15 1911

H. M. Clark
Notary Public.

Filed for Record the 10 day of Feb A. D. 1912, at 9 o'clock 9 M.

J. Lloyd L. Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the
Dorothy created discharged. As witness my hand this 23 day of October, A. D. 1911.

The Baldwin State Bank
Wm. E. Butler
Pres.

Recorded Dec. 27th 1916

J. Lloyd L. Lawrence
Register of Deeds.
Wm. E. Butler
Pres.