

## MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM, Gazette C. Printers, Binders and Trade Book Makers, Lawrence, Kan.

This Indenture, Made this 23 day of Dec in the year of our Lord 1911  
Five hundred Dollars, between Nancy B. Peck and B. Peck  
her husband 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 part one of the first part, in consideration of the sum of  
Five 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 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:

lots Fifty Six (56) Fifty Seven (57) Fifty Eight (58) Fifty nine (59)  
Sixty (60) and Sixty one (61) on Ames Street Baldwin City.

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said  
Nancy B. Peck and B. Peck 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  
Five hundred dollars  
according to the terms of one certain note this day executed  
and delivered by the said Nancy B. Peck and B. Peck to the said part of of the second part  
due in three years with seven per cent interest from date  
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 of of the second part, to successors 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 of making such sale, on demand, to said Nancy B. Peck her  
heirs and assigns.

IN WITNESS WHEREOF, The said part one of the first part has hereunto set their hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Nancy B. Peck [SEAL]

B. Peck [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas } ss.

BE IT REMEMBERED, That on this 26 day of Dec A. D. 1911, before me,

(L.S.)

W. M. Clark a Notary Public in and for said County and State, came

Nancy B. Peck and B. Peck her husband

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 1915

W. M. Clark Notary Public.

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

Thayer L. Lawrence Register of Deeds.  
Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the same is hereby created discharged. As witness my hand this 27th day of Dec. 1911.

The Baldwin State Bank  
A. M. Peck and B. Peck  
W. M. Clark

Received Oct 17 1911  
Thayer L. Lawrence  
Register of Deeds