

MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD FORM, Gazette Co. Printers, Molders and Black Book Makers, LAWRENCE, KAN.

This Indenture, Made this 13 day of June in the year of our Lord One thousand Nine hundred and ten, between Rosey E. Stung and John Stung, wife and husband of Baldwin in the County of Douglas and State of Kansas, of the first part, and Alire A. Kirk of the second part:

Six Hundred (\$600.00) Dollars, Witnesseth, That the said part 4 of the first part, in consideration of the sum of 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 4 of the second part her 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 One (1) Two (2) Three (3) Four (4) Eleven (11) Twelve (12) Block 71 in the City of Baldwin known as Farmys addition to Baldwin Kans.

with the appurtenances, and all the estate, title and interest of the said part 4 of the first part therein. And the said Rosey Stung and John Stung 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 Six hundred (\$600.00) Dollars according to the terms of one certain Promissory note this day executed and delivered by the said Rosey E. Stung and John Stung to the said part 4 of the second part

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, as 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 4 of the second part, his 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 4 making such sale, on demand, to said Parties 9th first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 4 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

Rosey E. Stung [SEAL]
John Stung [SEAL]

STATE OF KANSAS,

Anderson County } ss.

BE IT REMEMBERED, That on this 13 day of June A. D. 1910, before me,



Rosey E. Stung and John Stung her husband a Notary Public in and for said County and State, came

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 October 25th 1913

J. C. Wise Notary Public.

Filed for Record the 13 day of July A. D. 1911, at 2¹⁰ o'clock 9 M.

Lloyd L. Lawrence Register of Deeds.
Deputy.

For Release the Record of Page 49