

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 27<sup>th</sup> day of September in the year of our Lord nineteen  
hundred nine, between J. P. Harvey and L. M. Harvey  
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 two of the first part, in consideration of the sum of  
Twelve Hundred DOLLARS,  
 to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do—grant, bargain, sell and mortgage  
 to the said part two 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:

The North Seventy feet of Lots Fifty four (54) Fifty  
five (55) and Fifty Six (56) on Orange Street, Baldwin  
City, County and State aforesaid

with all the appurtenances, and all the estate, title and interest in the said part one of the first part therein. And the said—  
J. P. Harvey and L. M. Harvey 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—

Twelve hundred dollars This Grant is intended as a Mortgage to secure the payment of the sum of  
 according to the terms of one certain note this day executed  
 and delivered by the said J. P. Harvey and L. M. Harvey to the said part two 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 two of the second part, its 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 two making such sale, on demand, to said J. P. Harvey  
 heirs and assigns.

IN WITNESS WHEREOF, The said part one 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

J. P. Harvey [SEAL]  
L. M. Harvey [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED that on this 27<sup>th</sup> day of Sept A. D. 1909, before me,

W. M. Clark  
J. P. Harvey and L. M. Harvey, his wife  
 to me personally known to be the same  
 persons 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 27 day of April A. D. 1910, at 1<sup>st</sup> o'clock P. M.  
Floyd L. Lawrence Register of Deeds.  
 Deputy.

This mortgage is intended to secure the payment of the sum of \$1200.00 and the interest thereon as provided in the note hereto attached and the same shall be a lien in priority to all other liens on the premises.

Recorded Oct. 31, 1910  
 Floyd L. Lawrence  
 Register of Deeds