

MORTGAGE RECORD No. 49.

417

in the County of
the second part:
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DOLLARS,
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e County of Douglas,
South West
ction No 28,
45-36° E. 4.39
9-45° E.
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seal on the day and
Notary Public.
M.
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 lien thereby created discharged.
A 10th day of April 1912
by P. Kelly R. Hughes
Corporation
South West
ction No 28,
45-36° E. 4.39
9-45° E.
of
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seal on the day and
Notary Public.
M.
Register of Deeds.
Deputy.

This Indenture, Made this 10th day of May in the year of our Lord nineteen
hundred & Twelve, between Napoleon Baysse and Clara
Baysse, his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Merchants Loan and Saving Bank of the second part:
Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Fifteen 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 4 of the second part its 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:
Lot number One hundred and Seventy-nine (179) on
Vermont Street in the City of Lawrence
The mortgagor agrees to keep the buildings on premises insured against fire, lightning
and windstorm to the extent of their insurable value in a company or companies approved of by
this mortgagee with mortgage clause making loss payable to said mortgagee or his assigns as interest may
appear and failing to do so holder of mortgage may have same insured and the cost of so doing added
to the mortgage to draw interest until paid at 12%.
with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
Parties of the first part 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
Fifteen hundred dollars
according to the terms of one certain Note this day executed
and delivered by the said Parties of the first part to the said part 4 of the second part
Payable three years after date with interest thereon according to
the terms of said note and coupons thereto attached
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 4 of the second part, the 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 of the first part, their
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
Jennie Hatt
Napoleon Baysse [SEAL]
Clara Baysse [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 13 day of May A. D. 1912, before me,
Jennie Hatt a Notary Public in and for said County and State, came
Napoleon Baysse and Clara Baysse, 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 30th March 1916 Jennie Hatt Notary Public.
Filed for Record the 13 day of May A. D. 1912, at 4:20 o'clock P M.
Floyd L. Lawrence Register of Deeds.
Deputy.