

MORTGAGE RECORD No. 49.

437

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

This Indenture, Made this 23 day of May in the year of our Lord nineteen
hundred twelve, between Fred H Pearson and Clara
Pearson, his wife of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
C. D. Manley of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four Hundred (\$400.00) 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 party of the second part his 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 Hundred Fifty Nine (159) One Hundred Sixty One (161)
One Hundred Sixty Three (163) and One Hundred Sixty Five (165)
On the North side of High Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
Fred H Pearson and Clara Pearson 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 except a mortgage of \$900.00 due
June 15th 1916 which draws 7% from date.

This Grant is intended as a Mortgage to secure the payment of the sum of
\$400
according to the terms of One certain note this day executed
and delivered by the said Fred H Pearson and Clara Pearson to the said party 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, 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 party 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 party making such sale, on demand, to said creditor of the instrument, their
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Fred H Pearson [SEAL]
Clara Pearson [SEAL]
[SEAL]

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of May A. D. 1912, before me,

J. O. Hise a Notary Public in and for said County and State, came
Fred H Pearson and Clara Pearson, 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 October 25th 1913 J. O. Hise Notary Public.

Filed for Record the 2 day of June A. D. 1912, at 10⁴⁵ o'clock 9 M.
Lloyd L Lawrence Register of Deeds.
Deputy.

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