

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 10<sup>th</sup> day of July in the year of our Lord nineteen  
hundred twelve, between Margaret S. Cook and John L. Cook  
wife and husband of Baldwin in the County of  
Kansas and State of Kansas, of the first part, and  
C. C. Stewart of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five Hundred (\$500.00) 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 part 4 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:

Lot Ninety-four (94), Ninety Six (96) and Ninety Eight (98) on  
Baker Street, in Baldwin City, Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Margaret S. Cook and John L. Cook 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  
\$500.00  
 according to the terms of one certain note this day executed  
 and delivered by the said Margaret S. Cook and John L. Cook 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, 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, 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 Margaret S. Cook and John L. Cook their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part have hereunto set their hand<sup>s</sup> and seal<sup>s</sup> the day and year first above  
 written.

Signed, Sealed and Delivered in presence of

Margaret S. Cook [SEAL]  
John L. Cook [SEAL]  
 [SEAL]

## STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10 day of July A. D. 1912, before me,



J. C. Wise Notary Public in and for said County and State, came  
Margaret S. Cook and John L. Cook, wife and  
husband 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 October 25 1913

J. C. Wise  
 Notary Public.

Filed for Record the 10 day of Aug A. D. 1912, at 10<sup>46</sup> o'clock a. M.

Dwight L. Lawrence Register of Deeds.  
 Deputy.

The following is contained on the original instrument:  
 This note is secured by a mortgage in favor of the lender and the  
 borrower hereby agreed to pay to the lender the sum of \$500.00  
 with interest at the rate of 6% per annum, payable in 12  
 monthly installments of \$42.00 each, beginning on the 10th day of  
 July, 1912, and continuing until the 10th day of July, 1913.  
 C. C. Stewart

Recorded July 10, 1912  
 J. C. Wise  
 Register of Deeds

The following is contained on the original instrument:  
 This note is secured by a mortgage in favor of the lender and the  
 borrower hereby agreed to pay to the lender the sum of \$500.00  
 with interest at the rate of 6% per annum, payable in 12  
 monthly installments of \$42.00 each, beginning on the 10th day of  
 July, 1912, and continuing until the 10th day of July, 1913.  
 C. C. Stewart

Recorded Aug 7, 1912  
 J. C. Wise  
 Register of Deeds