

MORTGAGE RECORD No. 49.

MORTGAGE STANDARD FORM. Gazette Co. Printers. Builders and Hardware Dealers. Lawrence, Kan.

This Indenture, Made this 16 day of August in the year of our Lord nineteen
Hundred and Twelve, between Horace E. Maxwell and Mary Eva Maxwell his
wife Elias F Maxwell and Martha H Maxwell of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
J. H. Baldwin State Bank of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Three hundred 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 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 East Sixteen and one half feet of Lot "F" and the West Six
and one half feet of Lot "W" on 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 Horace E Maxwell
Mary Eva Maxwell Elias F Maxwell and Martha H Maxwell 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 first mortgage of one thousand
dollars

This Grant is intended as a Mortgage to secure the payment of the sum of
Three 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 party of the second part
payable \$10 per month with 8% interest payable monthly

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, 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 party making such sale, on demand, to said Horace E Maxwell and Elias F Maxwell
 heirs and assigns.

IN WITNESS WHEREOF, The said part 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

Horace E Maxwell (SEAL)
Mary Eva Maxwell (SEAL)
Elias F Maxwell (SEAL)
Martha H Maxwell (SEAL)

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 16 day of August A. D. 1912, before me,

J. H. Clark

Th. M. Clark a Notary Public in and for said County and State, came
Horace E Maxwell and Mary Eva Maxwell, his wife
and Elias Maxwell and Martha H Maxwell, 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 May 15 1915

Th. M. Clark Notary Public.

Filed for Record the 27 day of Aug A. D. 1912, at 8 o'clock a M.

Flloyd L Lawrence Register of Deeds.
 Deputy.

(The instrument is subject to the provisions of the Act of March 2, 1911, relating to the recording of mortgages, and the provisions of the Act of March 2, 1911, relating to the recording of mortgages, and the provisions of the Act of March 2, 1911, relating to the recording of mortgages.)

Recorded Aug 10 1916
 Floyd L Lawrence
 Register of Deeds.