

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this twenty eighth day of September in the year of our Lord one thousand and twelve, between Mary E. Balch and Charles C. Balch her husband of Hollsville in the County of Franklin and State of Kansas, of the first part, and J. L. Pettigrove & Co. of Claiborne, Johnson County, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Hundred Twenty and 4/100 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 ies of the second part their 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 South Half (1/2) of the Southwest quarter (1/4) of Section Number Sixteen (16) Township Number Fifteen (15), Range Number Twenty-one (21) East of the Sixth (6th) Principal Meridian in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said part ies 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 \$2200.00

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 ies of the second part said note dated Claiborne Mo. Sep 28 1912, due Oct 2 1913 bearing 10% int after maturity

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 ies of the second part, their 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 ies making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ies 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

Mary E. Balch [SEAL]  
Charles C. Balch [SEAL]  
[SEAL]

## STATE OF KANSAS,

Johnson County } ss.

BE IT REMEMBERED, That on this 28th day of September A. D. 1912, before me, M. W. Hendrickson a Notary Public in and for said County and State, came Mary E. Balch



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 June 29th 1914

M. W. Hendrickson  
Notary Public.

State of Kansas, Franklin County, SS. Be it remembered, That on this 5th day of September A. D. 1912 before me, Harry L. Muesse, a Notary Public in and for said County and State, came Charles C. Balch husband of Mary E. Balch, to me personally known to be the same person who executed the foregoing instrument of writing 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.

Recorded Oct. 5th A. D. 1912 at 9:00 A.M.

Gray L. Lawrence  
Register of Deeds.

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. As witness my hand this 28th day of September A. D. 1912.

J. L. Pettigrove & Co.  
of Claiborne, Johnson County, Kansas

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. As witness my hand this 28th day of September A. D. 1912.

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. As witness my hand this 28th day of September A. D. 1912.

Recorded Oct 11 1913  
J. W. Lawrence