

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 14th day of Aug in the year of our Lord nineteen
hundred and twelve, between Homer E. Maxwell & Elias J. Maxwell
Martha H. Maxwell & Mary E. Maxwell wfs of Homer E. Maxwell of Baldwin in the County of
Douglas and State of Kansas, of the first part, and
A. B. Shank as Witness of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand 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 parties 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 East Eighteen (16) feet of lot "J" and west Six and one half (6 1/2) feet of lot "U" both on High Street, Baldwin City, Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
grantors 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
(#1000.00)
according to the terms of One certain note this day executed
and delivered by the said Homer E. Maxwell & Elias J. Maxwell & Martha H. Maxwell & Mary E. Maxwell to the said parties 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 parties of the second part, either 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 parties making such sale, on demand, to said grantors
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

Homer E. Maxwell (Seal)
Elias J. Maxwell (Seal)
Martha H. Maxwell (Seal)
Mary E. Maxwell (Seal)

STATE OF KANSAS,

Douglas County ss.

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



H. W. Pristow a Notary Public in and for said County and State, came
Homer E. Maxwell & Mary E. Maxwell his wfs and Elias J. Maxwell
and Martha H. Maxwell 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 Nov 19th 1914

H. W. Pristow
Notary Public.

Filed for Record the 7 day of Oct A. D. 1912, at 3:30 o'clock P.M.

Joseph L. Lawrence Register of Deeds.
Deputy.

The following is entered with original instrument—
 There are herein certain amounts having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 26th day of September, A. D. 1914.
Oct. 17th 1914
Carroll Northrup
 Register of Deeds

This instrument is entered as its 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 26th day of September, A. D. 1914.

Recorded May 12 1913
 J. W. Lawrence