

# MORTGAGE RECORD No. 49.

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

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 is discharged.

day of July 1923  
Attest: Myself, Notary Public  
Wm. Clark

This Indenture, Made this 13 day of January in the year of our Lord nineteen hundred thirteen, between Cecilia A Pennock, a widow of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Baldwin State Bank of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Three hundred DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part 2 of the second part its 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 Two (92) on Grove Street and beginning 15 feet East of the South West corner of Lot No 90 on Grove Street thence Thier 15 feet, thence North 40 ft, thence South by East to point of beginning, all in the South West corner of Lot 90 Grove Street, All in Baldwin City 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 Cecilia A Pennock do thereby covenant and agree that at the delivery hereof she is 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 Three hundred dollars according to the terms of one certain note this day executed and delivered by the said Cecilia A Pennock to the said part 2 of the second part due in three years with 7% interest

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 2 of the second part, its 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 2 making such sale, on demand, to said Cecilia A Pennock her heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of Cecilia A Pennock [SEAL]  
[SEAL]  
[SEAL]

STATE OF KANSAS, }  
Douglas County } ss.

BE IT REMEMBERED, That on this 13 day of Jan. A. D. 1923 before me, W. M. Clark a Notary Public in and for said County and State, came Cecilia A Pennock, a widow 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 first above written.  
My Commission Expires May 15 1925 W. M. Clark Notary Public.

Filed for Record the 14 day of Jan A. D. 1923, at 1 o'clock P.M.  
D. L. Lawrence Register of Deeds.  
Deputy.