

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

This Indenture, Made this 28th day of May in the year of our Lord nineteen  
hundred & twelve (1912) between Stephen A. Thorne and Edith M.  
Thorne, his wife of Bellevue in the County of  
Douglas and State of Kansas, of the first part, and The Farmers Bank of  
Gardner, Kansas, a corporation of the second part:

Witnesseth, That the said part 1/4 of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) 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 1/4 of the second part 1/4 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:

All of Lot Ninety-six (96) and the East half of Lot Ninety-eight (98) on Jersey Street, in the City of Baldwin

with all the appurtenances, and all the estate, title and interest of the said part<sup>es</sup> of the first part therein. And the said Stephens a Thorne & Child & their wife do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises, above granted, and seized of a good and infeasible 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

Fifteen Hundred Dollars

according to the terms of one certain <sup>note</sup> ~~promissory~~ <sup>note</sup> ~~contract~~ this day executed

and delivered by the said Stephen A. Thorne <sup>and Edw. Thorne</sup> to the said part 4 of the second part

for the balance of the purchase price, with interest at 6 1/2 per cent, payable semi-annually and due on or before May 1st

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 three of the second part, three 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 four making such sale, on demand, to said parties of the first part, their 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*

Stephen A. Thorne [SEAL]

Edith A. Thorne [SEAL]

-[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED That on this 21<sup>st</sup> day of May A. D. 1912, before me,  
M. Brewster, a Notary Public in and for said County and State, came  
Stephen A. Thorne and Edith H. Thorne  
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 Nov 19th 1914

W. Brislaw

*Notary Public.*

Filed for Record the 21 day of Feb A. D. 1913, at 9<sup>01</sup> o'clock A M.

A. D. 1772, at 7 o'clock M.  
*Thos L Lawrence* Register of Deeds.  
 Deputy.

*Deputy.*