

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

This Indenture, Made this 17 day of Dec in the year of our Lord nineteen
hundred Twelve, between Lewis O. Scherer and Helen M.
Scherer 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 is of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to ~~them~~ duly paid, the receipt of which is hereby acknowledged, he ^{we} sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his ^{successor} 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:

Late Party Four (44), Party five (45) and Party six (46).
on Amer 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 Lewis D. Sherer and Helen M. Sherer 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 Fifteen hundred —
according to the terms of one certain note this day executed
and delivered by the said Lewis D Scherer for Helen M Scherer to the said part 4 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 part 4 of the second part, ~~the purchaser~~ the purchaser or his heirs 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 4 making such sale, on demand, to said Benj. D. Scherer & Helen M. Scherer their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year first above
written. 5 8 1

Signed, Sealed and Delivered in presence of

Lewis D Scherer [SEAL]
Helen M Scherer [SEAL]
[SEAL]

STATE OF KANSAS,

Douglas County } ss.
BE IT REMEMBERED, That on this 17th day of Dec A. D. 1912, before me,
H. M. Clark a Notary Public in and for said County and State, came
Lewis D. Scherer and Helen M. Scherer
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 H. M. Clark
Notary Public.

Filed for Record the 4 day of March, A. D. 1913, at 11 o'clock a M.
Thoyd L Lawrence Register of Deeds.
 Deputy

[illegible]