

MORTGAGE RECORD.

This Indenture, Made this 9th day of September in the year of our Lord one thousand nine hundred and twelve (12) between W B Baumgartner and Olga C. his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and C. E. Mc Clung & Anna, his wife

WITNESSETH, That the said part ies of the first part, in consideration of the sum of thirty five hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, US 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 South Half (1/2) of lot no (187) one hundred and Eighty seven and all of lot no (189) one hundred and Eighty nine Ohio Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part ^{be} of the first part therein. And the said W J Baumgartner and Olga E do hereby covenant and agree that the delivery hereof ^{be} the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Twenty five hundred DOLLARS.

According to the terms of one certain promissory note... this day executed by the said
W. J. Baumgartner & Olga E., his wife
to the said part of of the second part said note being given for the sum of
Thirty five Hundred
dated Sept 9 1912 due and payable in one DOLLARS.

dated Sept. 9, 1912 at one due and payable in one year, from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and one coupons of dollars each thereto attached. And this conveyance shall be void if such payment be made in its said note and coupons thereto attached, and as hereinafter specified. And the first of the first part hereby agreed...to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Five Thousand dollars 5000 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the date of payment thereof, be paid by the said mortgagor as an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof of more than of the taxes assessed on said premises or if the insurance is not kept up to the satisfaction of the said mortgagee, then the said mortgagee shall be entitled to foreclose on the said premises, and all taxes and accruing penalties and costs thereon then this conveyance shall become absolute, and the whole principal of said note...and interest thereon, and all sums paid by the part of the second part for insurance, shall be due and payable or may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part, its executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand to the said heirs and assigns.

IN TESTIMONY WHEREOF, The said part ies of the first part ha ve hereunto set their hand-s and seal-s, the day and year last above written.
Signed, sealed and delivered in presence of EL JCB

State of Kansas, Wichita County, ss.

BE IT REMEMBERED, That on this 9th day of Sept, A. D. 1917, before me, E. Bronmeyer, a Notary Public in and for said County and State, came

W. Baumgartner and Olga E. Baumgartner
to me personally known to be the same person. S/he 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.

E. J. Cronmeyer, Notary Public.

My Commission Expires Dec 26 1946

Filed for Record on the 11 day of Sept A. D. 1912 at 3 o'clock PM

Thoyt L. Lawrence Register of Deeds.
 _____ Deputy.

(The following is endorsed on the original instrument.)

The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. As witness my hand this thirteenth day of February, A.D. 1916.

Recorded Oct 8th 1914

Floyd L. Lawrence
Register of Deeds.

For release 2nd Book 57 Page 109

Peoples State Bank Form