

This Indenture, Made this 18 day of June 1913, between L. T. Reser and Henrietta Reser, his wife, of Douglas County, in the state of Kansas of the first part, and The Baldwin State Bank, of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents, Grant, bargain, sell and convey unto the said party of the second part its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit: Lots Eighty Three (83); Eighty Five (85) Eighty Seven (87) ~~on balance after payment by Henry and his heirs in 1912~~; and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, forever;

Provided, Always, And these presents are upon this express condition, that whereas, said L. T. Reser and Henrietta Reser have this day executed and delivered promissory notes to said party of the second part, for the sum of Nine Hundred Sixty Dollars, bearing even date herewith, payable at Baldwin State Bank, Baldwin, Kansas, in Equal installments of Twenty no/100 Dollars each, the first installment, payable on the 18th day of July 1913, the second installment on the 18 day of August 1913, and installments on the 18 days of each month thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisement waived at the option of mortgagee.

Now, If said L. T. Reser and Henrietta Reser shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with interest thereon, according to the terms and tenor of the same then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable or if the insurance is not kept up, then, the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and the said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written

Leroy Trophinnus Reser
Henrietta Reser

State of Kansas, County of Douglas, SS.

Be it remembered, That on this 18 day of June A.D. 1913, Before me W. M. Clark a Notary Public, in and for said county and state, came L. T. Reser and Henrietta Reser, his wife, to me personally known to be the same persons 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, (SEAL)
Recorded June 24th A.D. 1913 at 1:00 A.M.

W. M. Clark, notary Public.

Floyd L. Lawrence
Register of Deeds.

(The following is endorsed on the original instrument recorded in book 49 at page 385) Know all men by these presents, That James H. Gander, Douglas County, in the state of Kansas the within named mortgagee, in consideration of Four Hundred & no/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Samuel Gardner heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory notes debts and claims thereby secured and covenants therein contained. To have and to hold the same forever, Subject nevertheless to the conditions therein named. In Witness Whereof, The said mortgagee has hereunto set his hand this 31st day of May 1913.

James H. Gander

State of Kansas, Douglas County, SS.

Be it Remembered, That on this 31 day of May A.D. 1913, before me, J. B. Ross a Notary Public in and for said County and State, came James H. Gander to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires March 28, 1917, (SEAL)
Recorded June 26th A.D. 1913 at 9:00 A.M.

J. B. Ross, Notary Public.

Floyd L. Lawrence
Register of Deeds.

The following is endorsed on the original instrument recorded in book 49 at page 385: This Indenture, Made this 18 day of June 1913, between L. T. Reser and Henrietta Reser, his wife, of Douglas County, in the state of Kansas of the first part, and The Baldwin State Bank, of Douglas County, in the State of Kansas, of the second part: Witnesseth, That the said party of the first part in consideration of the sum of Eight Hundred no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents, Grant, bargain, sell and convey unto the said party of the second part its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit: Lots Eighty Three (83); Eighty Five (85) Eighty Seven (87) on balance after payment by Henry and his heirs in 1912; and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, forever; Provided, Always, And these presents are upon this express condition, that whereas, said L. T. Reser and Henrietta Reser have this day executed and delivered promissory notes to said party of the second part, for the sum of Nine Hundred Sixty Dollars, bearing even date herewith, payable at Baldwin State Bank, Baldwin, Kansas, in Equal installments of Twenty no/100 Dollars each, the first installment, payable on the 18th day of July 1913, the second installment on the 18 day of August 1913, and installments on the 18 days of each month thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisement waived at the option of mortgagee. Now, If said L. T. Reser and Henrietta Reser shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with interest thereon, according to the terms and tenor of the same then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable or if the insurance is not kept up, then, the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and the said part of the second part shall be entitled to the possession of said premises. And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims of all persons whomsoever. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written Leroy Trophinnus Reser Henrietta Reser State of Kansas, County of Douglas, SS. Be it remembered, That on this 18 day of June A.D. 1913, Before me W. M. Clark a Notary Public, in and for said county and state, came L. T. Reser and Henrietta Reser, his wife, to me personally known to be the same persons 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, (SEAL) Recorded June 24th A.D. 1913 at 1:00 A.M. W. M. Clark, notary Public. Floyd L. Lawrence Register of Deeds.

Recorded Feb. 7th 1915
Floyd L. Lawrence
Register of Deeds
W. M. Clark, Notary Public