

This Indenture, Made this 14th day of July in the year of our Lord one thousand nine Hundred and thirteen, between Theo. C. Martin, a single man, of the City of Baldwin City, in the County of Douglas, and State of Kansas, of the first part, and The Ottawa Mutual Loan and Savings Association, of the City of Ottawa, in County of Franklin, of the second part:

Witnesseth, That the party of the first part, in consideration of the sum of Two Thousand Dollars, to him duly paid, has sold, and by these presents, do grant and convey to the said party of the second part, and to its assigns, all that tract or parcel land situated in said Douglas County, and State of Kansas, and described as follows, to-wit: The East (63) Sixty three feet of Lot Sixty Seven (67) on Freemont street in the City of Baldwin City, with the appurtenances, and all the estate title and interest of the party of the first part therein.

This Grant is intended as a Mortgage, to secure the payment of the full performance of all the obligations and conditions of a certain Bond, this day executed by the said party of the first part to the said The Ottawa Mutual Loan and Savings Association for the payment of \$2000.00 as therein provided; in pursuance of the By-Laws thereof; and upon the full and prompt performance of all said conditions of all of said Bonds by the party signing the same, this conveyance shall be void. But if default be made in the performance of any of the conditions of any of said Bonds, or in the making of any payments therein provided, when the same shall be due; or if the taxes and assessments of every nature which are assessed or levied against said premises are not paid at the time when the same are by law made due and payable; or if the insurance is not kept up as provided in said bonds, then, upon the happening of any of said failures, the whole of the said sums as mentioned in all of said Bonds, together with such fines and penalties as shall accrue under the By-Laws of said Association, shall immediately become due and payable, and it shall be lawful for the said party of the second part, or its 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 sale, to retain the amount of said Bonds, interest, fines and penalties, less only the amount of all dues paid as principal upon said Bonds, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said Theo. C. Martin, his heirs and assigns.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal the day and year above written.

Theo. C. Martin (SEAL)

State of Kansas, Douglas County, SS. On this ____ Day of July A.D. 1913, before me a Notary Public in and for said County, personally came Theo. C. Martin, a single man, to me personally known to be the identical person described in, and who executed the foregoing conveyance as grantor and duly acknowledged the execution of the same.

In Testimony 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)

W. M. Clark, Notary Public.

Recorded July 17th A.D. 1913 at 2:00 P.M.

Floyd L. Lawrence
Register of Deeds.

(The following is endorsed on the original mortgage, recorded Book 50 Page 55)

KNOW ALL MEN BY THESE PRESENTS, That Ernst Gerstenberger of Douglas County, in the State of Kansas, the within named mortgagee, in consideration of Twenty five hundred and no/100 dollars to him in hand paid, the receipt of which is hereby acknowledged does hereby sell, assign, transfer, set over and convey unto A. Cutter, his heirs and assigns, the within Mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained. To Have and to Hold the Same, forever, subject, nevertheless, to the conditions therein contained. In Witness Whereof The said mortgagee has hereunto set his hand this 1st day of July 1913.

Executed in presence of
Phillip Goethe.

Ernst Gerstenberger.

State of Kansas, Douglas County, ss. Be it Remembered that on this 1st day of July, 1913, before me, the undersigned, a Notary Public in and for said County and State came Ernst Gerstenberger, who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person has duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires Sept 25th 1915. (SEAL) Geo. H. Lothholz, Notary Public.

RECORDED JULY 24, 1913 AT 10:10 A.M.

Floyd L. Lawrence Register of Deeds.
By R. M. McDowell Deputy.

Recorded Book 50 Page 55
Floyd L. Lawrence
Register of Deeds
The following is endorsed on the original mortgage
made original instrument this 20 day of March 1913
by M. C. Miller Clerk