

in favor of said J. L. Pettyjohn & Co., which said mortgage was duly recorded in the Office of the Register of Deeds, of the County of Douglas and State of Kansas, on the 7th day of April in the year 1916 in Book 54 of Mortgages, at page 265. thereof, together with the notes or obligations therein described.

To have and to hold the same unto the said party of the second part his heirs, executors, administrators or assigns, subject only to the provisions in said indenture of mortgage contained.

In witness whereof the said parties of the first part have hereunto set their hands and seals this 17th day of October A.D. 1916.

The State of Kansas, )  
County of Johnson, ) ss.

J. L. Pettyjohn & Co. (Seal)  
By C. P. Pettyjohn, (Seal)

Be it remembered, that on this 17th day of October A.D. 1916, before me a Notary public in and for said County and State, came C. P. Pettyjohn of and for the firm of J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, 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 March 7th, 1920, (21)

J. P. Cochran,  
Notary Public.  
Olathe, Johnson County, Kansas

Recorded Feb. 9, 1921,  
At 11:35 o'clock A.M.

Edith Northrup,  
Register of Deeds,  
Turner, Iowa  
Deputy.

#### MORTGAGE.

This Indenture, Made this 22 day of December in the year of our Lord one thousand nine hundred and twenty between J. R. Beem party of the first part, a single man of Garnett, in the County of Anderson and State of Kansas of the first part,, and T. W. Schmoer party of the second part.

witnesseth, that the said party of the first part, in consideration of the sum of Three hundred and fifty Dollars Dollars to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land, situated in the County of ....and State of Kansas, described as follows, to wit:

All of lot seventy three (73) High Street, in the Business section of Main Street, Baldwin City, Kansas.

with the appurtenances, and all the estate, title and interest, of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 of what-so-ever kind First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than....Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a mortgage to secure the payment of the sum of Three hundred & fifty Dollars, according to the terms of a certain mortgage note or bond this day executed by the said party of the first part and payable on the 22 day of day of December 1923, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the...

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall be come absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second party, executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, 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 first part or heirs and assigns.

In witness whereof, the said party of the first part ha..hereunto set hand and seal the day and year last above written.

Signed, sealed and delivered  
in presence of

J. R. Beem, (Seal)

The following is endorsed on original instrument:

Enclosed in instrument see Book 62 Page 51

Enclosed in instrument see Book 62 Page 51  
For Name. See Book 62 Page 52.