

This Indenture, Made this 11th day of April A. D. 1903, between James D. Smith and Ella E. Smith Husband and Wife of Douglas County, in the State of Kansas of the first part, and The Kansas Educational Association of the Methodist Episcopal Church of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Eight Hundred (\$800) AND 70/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

Lot No One hundred Nine (09) and one hundred Eleven (11) on Jersey Street in the City of Baldwin City Douglas County, Kansas

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever:-

Provided, Always, And these presents are upon this expressed condition, that whereas said James D. Smith and Ella E. Smith his wife has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy: Baldwin Kansas Apr 11th 1903. Five years after date we promise to pay to the order of the Kansas Educational Association of the Methodist Episcopal Church at the Baldwin State Bank, Baldwin, Kansas, Eight Hundred (\$800) Dollars for value received with interest at the rate of six (6) percent per annum from date June Apr 11-1903.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the 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, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

James D. Smith
Ella E. Smith

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 11th day of April A. D. 1903, before me the undersigned, a J. E. Hair Notary Public in and for the County and State aforesaid, came James D. Smith and Ella E. Smith his wife

who to me personally known to me to be the same person who executed the within instrument of writing, and such person Witnes duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand, and affixed my office Seal, the day and year last above written.

J. E. Hair Notary Public, 1904
Term expires Aug 6 1904
Attest W. Armstrong Register of Deeds.

Recorded April 13th A. D. 1903 at 8⁰⁰ o'clock A M.



The following is endorsed on the original instrument
Received of James D. Smith the within
named mortgages the sum of Eight hundred and no Dollars
in full satisfaction of the within mortgage
The Kansas Educational Association of the Methodist Episcopal Church
By C. S. Parmenter Pres
D. G. Markham Sec
\$800.00 June 3, 1909. Recorded June 26, 1909
Gloyd L. Lawrence
Register of Deeds.