

This Indenture, Made this 15th day of March 1904 A. D. 189, between Edward L. Hutchins and Frankie B. Hutchins, his wife, of Red Cloud, of Nebraska County, in the State of Nebraska of the first part, and of Mesa Mary V. Rice, of Grand Junction County, in the State of Colorado of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Five hundred (500) AND 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, her heirs and assigns, all the following described REAL ESTATE, situated in the Douglas County, and State of Kansas, to-wit:-

Lots 67 and 69 on Dearborn St, Baldwin City, 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

Edward L. Hutchins and Frankie B. Hutchins ha RE 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: \$500.00 Baldwin, Kansas, April 5th, 1904. Three years after date we promise to pay to the order of Mary V. Rice five hundred (500) dollars, for value received, with interest from date at the rate of 7% per annum, payable semi-annually on the 5th day of October and April in each year. The giver hereby reserving the right to pay \$100 or more on the principal at any interest paying time.

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, her 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, and said parties of the first part for this agree upon default of the above covenant with conditions, or any or either of them, to pay the sum of \$100.00 per month for the mortgage or encumbrance, which may be due for the foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligations, and secured by these presents, and shall be included here and operate as a part of the judgment upon foreclosure of mortgage, if foreclosure should be had.

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

Edward L. Hutchins
Frankie B. Hutchins
Executed in presence of E. L. Overman
Notary M. B. M. Calk

STATE OF KANSAS, } SS:
Nebraska County,

Be it Remembered, That on this 20th day of March A. D. 1894, before me the undersigned, a Notary Public duly qualified in and for the County and State aforesaid, came Edward L. Hutchins and Frankie B. Hutchins, husband and wife,

who are personally known to me to be the same person who executed the within instrument of writing, and such person as this voluntary act duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my Notarial Seal, the day and year last above written.

E. U. Overman, Notary Public.
Term expires August 17, 1907
Recorded April 11 A. D. 1894, at 8¹⁵ o'clock A. M.
E. U. Overman Register of Deeds.

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Notary Public
1904.
Register of Deeds.

*Depositing in record in original instrument.
The said herein described being here paid in full, this mortgage is hereby released and the
lien thereby created extinguished. Witness my hand this 15th day of May, 1907.
Mary V. Rice,
Grand Junction Colo.*

*Recorded May 11, 1907.
Ed. Overman, Notary Public,
Grand Junction, Colo.*