

This Indenture, Made this 23rd day of March A. D. 1907, between Edward C. Bodwell and Effie Bodwell his wife of Douglas County, in the State of Kansas of the first part, and Denton Burton of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of Two Hundred & fifty (\$250.00) AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2^d of the second part, his heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:-

Lot 5, Thirty-six (36) thirty-eight (38) and one hundred (100) on King Street, 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 C. Bodwell & Effie Bodwell

have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, of which the following is a copy: (\$250.00) March 23rd 1907. On or before March 23rd 1907 after date we promise to pay to the order of Denton Burton Two hundred and fifty dollars. For value received negotiable and payable without defalcation or discount and with interest from date at the rate of 8 per cent per annum, and if not paid annually, to become as principal and bear the same rate of interest. It is also understood that party can make partial payments on this note at any time.

Now, If said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part, his 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 part 2^d of the second part shall be entitled to the possession of said premises. *

In Witness Whereof, The said part 1st of the first part have hereunto set their hand & the day and year first above written.

Edward C. Bodwell
Effie Bodwell

STATE OF KANSAS, } ss:
Douglas County, }

Be it Remembered, That on this 23rd day of March A. D. 1907, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Edward C. Bodwell and Effie Bodwell, his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Chas. E. Morse Notary Public
1907
Recorded June 27 A. D. 1907, at 5 o'clock P. M.
W. W. Armstrong Register of Deeds

* And said party of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of Dollars, for the mortgage or assigns, attorney fees for the foreclosure of this mortgage, which sum shall be lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of mortgage.

The following is endorsed on the original instrument:
Received from J. L. Bray (who assumed the within mortgage) the sum of Two hundred fifty dollars in full satisfaction of within mortgage.
Denton Burton.
Recorded Dec. 21st 1909
W. W. Armstrong
Register of Deeds