

This Indenture, Made this 28<sup>th</sup> day of November A. D. 1905, between Carrie L. Jackson and W. H. Jackson her husband of Baldwin County, in the State of Kansas of the first part, and Mary V. Price, of Grand Junction, of Thosa County, in the State of Colorado of the second part:

Witnesseth, That said part 1<sup>st</sup> of the first part, in consideration of the sum of Three hundred and fifty (350) AND 100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2<sup>d</sup> of the second part, her heirs and assigns, all the following described REAL ESTATE, situated in Douglas County, and State of Kansas, to-wit:—

The North 66 feet of Lot Sixty nine, Fremont street, Baldwin, county and state aforesaid.

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 Carrie L. Jackson and W. H. Jackson have this day executed and delivered one certain promissory note in writing to said part 2<sup>d</sup> of the second part, of which the following is a copy: \$ 350, of Baldwin, Kansas, No. 38<sup>th</sup>, 1905. Three years after date we propose to pay to the order of Mary V. Price the sum of Three hundred and fifty (350) Dollars, for value received. Drawing interest at the rate of 7% per annum from date, and payable semi-annually on the 28<sup>th</sup> days of May and November in each year. Due Nov. 28<sup>th</sup> 1908.

Now, If said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>d</sup> 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 part 2<sup>d</sup> of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said part 1<sup>st</sup> of the first part have hereunto set their hand 2 the day and year first above written.

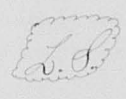
Carrie L. Jackson  
W. H. Jackson

STATE OF KANSAS, } ss:  
Douglas County,

Be it Remembered, That on this 28<sup>th</sup> day of Nov. A. D. 1905, before me the undersigned, W. Bristow a Notary Public in and for the County and State aforesaid, came Carrie L. Jackson and W. H. Jackson, to me.

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



W. Bristow Notary Public.  
My commission expires Dec. 19<sup>th</sup> 1906  
Recorded August 1<sup>st</sup> A. D. 1905, at 8<sup>20</sup> o'clock A. M.  
W. Bristow  
By Geo. E. Combs, Reg. Register of Deeds.

The following is endorsed on the original instrument  
\$ 350. Dec 2<sup>nd</sup> 1905. Received of Carrie Jackson the within named mortgage, the sum of Three hundred and two Dollars in full satisfaction of the within mortgage.  
Mary V. Price.  
Per W. Bristow Agent,  
Recorded Dec 4<sup>th</sup> 1905.  
A. W. Armstrong.  
Register of Deeds.  
(For Release See Book 44 Page 107)