

This Indenture, Made this 10th day of August A. D. 1904, between
John C. Stewart, And Luna H. Stewart, his wife
 of Baldwin Douglas County, in the State of Kansas, of the first part, and
Mary P. Smith
 of Baldwin Douglas County, in the State of Kansas of the second part:

Witnesseth, That said part ies of the first part, in consideration of the sum of
One thousand (1000) AND 100 DOLLARS,
 the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y of
 the second part, her heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—

Lots Thirty nine (39) Forty (40) Forty one (41) Forty two (42)
Forty three (43) And Forty four (44) Ninth Street Baldwin City,
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

John C. Stewart, And Luna H. Stewart,
 ha on this day executed and delivered one certain promissory note in writing to said part y of the second part,
 of which the following is copy:

\$ 1000.00, Baldwin Kansas, Aug. 10th 1904.

Two years after date we promise to pay to the order of
Mary P. Smith, One thousand (1000) Dollars. For value
received, negotiable and payable without defalcation or discount
and with interest from date at the rate of 6% per annum, and if
interest be not paid annually, to become as principal, and bear the
same rate of interest, Due August 10th, 1906.

Now, If said part ies of the first part shall pay or cause to be paid to said part y 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 y of the second part shall be entitled to the possession of
 said premises.

In Witness Whereof, The said part ies of the first part ha ve hereunto set their hand &
 the day and year first above written.

John C. Stewart,
Luna H. Stewart,

STATE OF KANSAS, } SS:
Douglas County,

Be it Remembered, That on this 11th day of August A. D. 1904, before me the
 undersigned, a J. H. Price, a Justice of the Peace, in and for the County and State aforesaid, came
John C. Stewart, and Luna H. Stewart his wife

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

J. H. Price, Notary Public.
Justice of the Peace
 Term expires 1909
 Recorded August 13th A. D. 1904, at 8 15 o'clock A. M.
W. W. Armstrong, Register of Deeds.

The following is endorsed on the original instrument:
 The note herein described having been paid in full this mortgage
 is hereby released. And the lien thereby created discharged.
 At witness my hand this 23rd day of August A.D. 1905,
Mary P. Smith.

Witness, Mrs. Elizabeth A. Price.

Recorded Aug 24th 1905.
W. W. Armstrong,
 Register of Deeds.