

This Indenture, Made this 17th day of December A. D. 1897, between Mary P. Smith and Julius Smith her husband of Douglas County, in the State of Kansas of the first part, and Edward V. Price of Cook County, in the State of Illinois of the second part:

Witnesseth, That said part 1st of the first part, in consideration of the sum of Two Thousand Eight Hundred & Seventy (\$2870) 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:—

The Undivided one half (1/2) interest in the South West quarter (1/4) of Section Nine (9) in Township Fifteen (15) of Range Twenty (20) 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 Mary P. Smith & Julius Smith

on 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: \$2870.00 December 17th 1897. On or before Jan. 1st 1910 After date we promised to pay to the order of Edward V. Price Two Thousand Eight Hundred and Seventy Dollars for value received negotiable and payable without falsification or discount and with interest from date at the rate of five per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest. Mary P. Smith Julius Smith.

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 2 the day and year first above written.
Chas. E. Moss
Mary P. Smith
Julius Smith

STATE OF KANSAS, } ss:
Douglas County, }

Be it Remembered, That on this 17th day of December A. D. 1897, before me the undersigned, a Chas. E. Moss a Notary Public in and for the County and State aforesaid, came Mary P. Smith and Julius Smith her husband

who to me personally known to me to be the same person who executed the within instrument of writing, and such person understand 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. Moss Notary Public.
 Term expires Nov 9th 1907
 Recorded Dec 17 A. D. 1897 at 8⁰⁰ o'clock A.M.
G. W. Armstrong Register of Deeds.
By E. C. Armstrong Rep.

This Release was written on the original Mortgage entered this 28 day of May 1908

Harold A. Burk
 Reg. of Deeds.
Ruth Nelson
 Deputy

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.

As witness my hand this 28th day of Dec A. D. 1908.

Attest: Edward V. Price

Th. B. Fitch
Subscribed and sworn to before me this 24th day of December, 1906
(Seal of Th. B. Fitch, Notary Public, Douglas County, Kansas)