

This Indenture, Made this 5th day of Oct., 1906 A. D. 1897, between
Theodore C. Martin (single)
 of Douglas County, in the State of Kansas of the first part, and
Peoples State Bank of Baldwin
 of Douglas County, in the State of Kansas of the second part:
 Witnesseth, That said part y of the first part, in consideration of the sum of
One hundred and fifty AND no DOLLARS,
 the receipt of which is hereby acknowledged, do ss by these presents, grant, bargain, sell and convey unto said part y of
 the second part, its successors heirs and assigns, all the following described REAL ESTATE, situated in
 Douglas County, and State of Kansas, to-wit:—
Lot 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
on Monroe street, in the City of 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

Theodore C. Martin
 has this day executed and delivered one certain promissory note in writing to said part y of the second part, of which the following is a copy: Baldwin Kansas, Oct. 5-1906. 7 years after date for value received I promise to pay to the order of Peoples State Bank of Baldwin, One Hundred & Fifty Dollars, with interest from date at the rate of 8 per cent per annum payable semi-annually, until paid at the office of The Peoples State Bank of Baldwin Kansas.

Now, If said part y of the first part shall pay or cause to be paid to said part y of the second part, its 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 y of the first part has hereunto set his hand the day and year first above written.

Theodore C. Martin

STATE OF KANSAS, } ss:

Douglas County, }
 Be it Remembered, That on this 7th day of Oct., 1906 A. D. 1897, before me the undersigned, a Notary Public in and for the County and State aforesaid, came
Theodore C. Martin

who is 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.

A. B. Paulson

Notary Public.

Term expires July 28 1910

Recorded Oct. 6 A. D. 1897, at 2 o'clock A. M.

John W. Thompson

Register of Deeds.

By Eric C. Thompson, Reg.

The following is endorsed on the original instrument
 \$153.60 Received July 20 1908
 Received of the Peoples State Bank of Baldwin, Kans. The within named mortgage the sum of One hundred & fifty three & 60/100 Dollars
 in full satisfaction of the with in mortgage
 of J. P. Harbourn

Recorded Oct 6 1909
 Floyd Lawrence
 Register of Deeds

(For assignment see Book 44 Page 176.)