

This Indenture, Made this 16 day of Sept. A. D. 1907, between  
J. E. Perry and Phebe A. Perry his wife  
 of Baldwin, Douglas County, in the State of Kansas,  
 of the first part, and  
Patrick Fenton  
 of Linland Douglas County, in the State of Kansas,  
 of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of  
Eight Hundred 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, his heirs and assigns, all the following described REAL ESTATE, situated in  
 Douglas County, and State of Kansas, to-wit:—

Lot Eight Two (82) on Chapel Street, Baldwin City.

Fire Insurance to the amount of the loan in favor of the  
grantee hereto is to be maintained by the grantors.

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

J. E. Perry and Phebe A. Perry  
 have 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, Sept. 16-1907. Two years  
after date we promise to pay to the order of Patrick  
Fenton, at the Baldwin State Bank, Baldwin,  
Kansas, Eight Hundred dollars for value received  
with interest at the rate of 10% per annum  
from date payable annually.

Now, If said parties of the first part shall pay or cause to be paid to said part y 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 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 have hereunto set their hand  
 the day and year first above written.

J. E. Perry,  
Phebe A. Perry.

STATE OF KANSAS, } SS:  
Douglas County,

Be it Remembered, That on this 16 day of Sept. A. D. 1907, before me the  
 undersigned, a W. M. Clark in and for the County and State aforesaid, came

J. E. Perry and Phebe A. Perry his  
wife

who to me personally known to me to be the same persons who executed the within instru-  
 ment 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. M. Clark Notary Public.

Recorded Sept. 17 A. D. 1907, at 9 o'clock A. M. Term expires May 15 1911

W. M. Armstrong Register of Deeds.  
By Geo. B. Armstrong Dep.

*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 11th day of Oct. A.D. 1909  
 Patrick Fenton  
 W. A. measure*

*Recorded Oct 12-1909  
 Lloyd P. Lawrence  
 Register of Deeds*