

MORTGAGE RECORD No. 38.

MORTGAGE-Standard Form. NAME DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 6th day of June in the year of our Lord, one thousand Nine
hundred and One, between David Richards, a single man,
of Baldwin in the County of

Douglas and State of Kansas, of the first part, and D. B. Smith
of the second part:

Witnesseth, That the said part y of the first part, in consideration of the sum of
Three hundred and fifty Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do es grant, bargain, sell and mortgage
to the said part y of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and
State of Kansas, described as follows, to wit:

Lots Nos. Seventy-five (75), Seventy-seven (77), Seventy-nine (79), and eighty-one (81),
on Elm Street, Baldwin City, according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
David Richards, a single man, do hereby covenant and agree that
at the delivery hereof he the lawful owner of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of
Three hundred & fifty dollars
according to the terms of One certain promissory note this day executed
and delivered by the said David Richards to the said part y of the second part

Due and payable on year from date of Apr. 26, 1901, with interest thereon at 7% per
annum payable annually - amt. of said note \$350.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or
interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become
due and payable, and it shall be lawful for the said part y of the second part his executors, administrators and assigns, at any time thereafter
to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain
the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be
paid by the part y making such sale, on demand, to the said
heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part has hereunto set his hand and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

S. E. Kidder

David Richards (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas COUNTY ss.

BE IT REMEMBERED, That on this 6th day of June A. D. 1901, before me

S. E. Kidder

a Notary Public in and for said County and State, came

David Richards a single man

to me personally known to be the same

person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above
written.

My Commission Expires July 9 1902

S. E. Kidder

Notary Public

Filed for Record the 7 day of June A. D. 1901, at 10⁴⁰ o'clock A. M.

G. H. Foxman

Register of Deeds

This mortgage is recorded on the original instrument -
The note herein described having been paid in full, this mortgage
is hereby released, and the full thirty created, created, created,
my hand, this 23rd day of April A.D. 1901 - Levi B. Smith.

Recorded April 24th 1901 -
G. H. Foxman
Register of Deeds,
By Levi B. Smith, 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 full thirty created, created, created,
my hand, this 24th day of April A.D. 1901 - Levi B. Smith.