

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAME DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made this 8th day of July in the year of our Lord, one thousand Nine
hundred and One, between James D. Smith and Tilla Smith, husband and wife
of Baldwin in the County of
Douglas and State of Kansas, of the first part, and A. V. Hebler
of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Five hundred \$500 Dollars,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 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. Eighty-seven (87) and eighty-nine (89) on Chapel Street, Baldwin City,
according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said
James D. Smith & Tilla Smith his wife do hereby covenant and agree that
at the delivery hereof they are 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

Five hundred Dollars (\$500)

according to the terms of One certain promissory note this day executed
and delivered by the said James D. Smith & Tilla Smith his wife to the said part of the second part

\$500. Due & payable 3 years from date of July 8th 1901, with interest at 7 1/2 % per annum
payable annually.

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 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 of making such sale, on demand, to the said
heirs and assigns.

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

Signed, Seal and Delivered in Presence of

S. E. Kidder

James D. Smith (SEAL)

Tilla Smith (SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas COUNTY } ss.

BE IT REMEMBERED, That on this 8th day of July A. D. 1901, before me
S. E. Kidder a Notary Public in and for said County and State, came

James D. Smith and Tilla Smith
husband and wife

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 9th 1902

S. E. Kidder

Notary Public

Filed for Record the 23rd day of July A. D. 1901, at 10²⁰ o'clock A. M.

H. H. Foxman Register of Deeds

The following is enclosed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created is hereby extinguished. At witness my hand this 17th day of
May, A.D. 1904.
Notary W. M. Clark.

Recorded May 18th 1904.
At Leavenworth,
Register of Deeds.



The following is enclosed on the original instrument.
The note herein described having been paid in full
this mortgage is hereby released and the lien thereby
created is hereby extinguished.