

This Indenture, Made this 2nd day of January A.D. 1907, between Mary P. Smith and Julius Smith, her husband, of Baldwin, Douglas County, in the State of Kansas, parties of the first part, and Edward V. Price, of Chicago, Cook County, in the State of Illinois, party of the second part, Witnesseth: That said party of the first part in consideration of the sum of Nineteen Thousand Two Hundred Dollars (\$19,200.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate in the County of Douglas, and State of Kansas, to-wit:

The south west quarter (S.W. $\frac{1}{4}$) and the south east quarter (S.E. $\frac{1}{4}$) of the south east quarter (S.E. $\frac{1}{4}$) of Section Nine (9), Township Fifteen (15), Range Twenty (20) also the south east quarter (S.E. $\frac{1}{4}$) of Section Sixteen (16), Township Fifteen (15), Range Twenty (20), containing altogether three hundred and sixty (360) acres.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

PROVIDED ALWAYS, And these presents are upon the express condition that whereas said Mary P. Smith and Julius Smith have this day executed and delivered their eight (8) certain promissory notes in writing to said party of the second part, each of said notes being for the sum of Twenty-four Hundred Dollars (\$2400.), dated at Chicago January 2, 1907, payable to the order of Ed. V. Price, at Chicago, for value received, with interest at five per cent (5%), payable annually, said notes being due respectively on January 1, 1912, January 1, 1913, January 1, 1914, January 1, 1915, January 1, 1916, January 1, 1917, January 1, 1918, and January 1, 1919, and duly signed by said Mary P. Smith and Julius Smith.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described notes 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 by said parties of the first part 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 party of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Mary P. Smith.

Julius Smith.

Executed in the presence of W.M. Clark.

Witnesses.

D. M. Stewart.

State of Kansas, County of Douglas, SS:

Be It Remembered, That on this 11th day of January A.D. 1907, before me, W. Bristow, a Notary Public in and for said County and State, came Mary P. Smith and

*(for Partial Release see Book 51, Page 635)
for Affidavit see Book 140 page 229*