

the same person who executed the within instrument of writing and as such person duly acknowledged the execution of the same. In Testimony Whereof I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Dec 19th 1912. (SEAL) J.M. Turner, Notary Public.

Recorded July 23 A.D. 1909 at 9.50 A. M.

*Floyd L. Lawrence*  
Register of Deeds.

In consideration of One Thousand Dollars Mary Price Smith and Julius Smith of Baldwin Douglas County, State of Kansas mortgagors, hereby grant, bargain, sell convey and mortgage unto the Baldwin State Bank mortgagee, the following described real estate, situated in Douglas County Kansas to-wit:- Lots One Hundred Twenty five (125) One Hundred Twenty-seven (127) and One Hundred Twenty-nine (129) on Jersey Street Baldwin City Kansas. The Mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption. PROVIDED That whereas said mortgagors Mary Price Smith and Julius Smith are justly indebted unto said mortgagee in the principal sum of One Thousand Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain note executed by said mortgagors bearing even date herewith, payable to the order of said mortgagee on the first day of Sept. 1910 with interest from date until default or maturity, at the rate of 7 per cent per annum, payable semi annually both before and after maturity, both principal and interest being payable at the Baldwin State Bank. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect. Said mortgagors agree to pay all taxes and assessments that may be levied within the state of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof. The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit or suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than \_\_\_\_\_ Dollars, payable in case of loss to mortgagee or assigns upon the mortgage indebtedness, all insurance policies to be delivered unto

(The following is secured 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 23rd day of July 1909.

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Recorded - April 10 - 1913

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