

Mortgage Record No. 52.

This Indenture, Made this 22nd day of January, in the year of our Lord
one thousand nine hundred thirteen, between Mary P. Smith and Julius Smith
her husband of Baldwin in the County of
Douglas and State of Kansas, of the first part, and The Baldwin State Bank of
Baldwin Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
One Thousand no/100 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 of the second part. its successors 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 One hundred Twenty five (125) One hundred Twenty Seven (127)
and one hundred twenty nine (129) on Jersey Street, Baldwin
City Kansas,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Mary P. Smith and Julius Smith
 do hereby covenant and agree that at the delivery hereof they are the lawful owners 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
One Thousand Dollars
 according to the terms of one certain note this day executed
 and delivered by the said Mary P. Smith and Julius Smith to the said part of of the second part
due in 3 years with 7% interest from date.

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 there-
 of, 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 of the second part its successors
trustees 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 cost and charges of
 making such sales, and the surplus, if any there be, shall be paid by the part of making such sale, on demand, to said.

Mary Smith and Julius Smith, their heirs and assigns.
 IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal 5 the day and
 year first above written.

Signed, Sealed and Delivered in presence of
Julius Smith (SEAL)
Mary Price Smith (SEAL)
Mary Price Smith (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 2nd day of April, A. D. 1913, before me,
W. M. Clark a Notary Public in and for said County and State, came
Julius Smith and Mary P. Smith his 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 subscribed my name and affixed my official seal on the day and
 year last above written.

My Commission Expires May 15 1915 W. M. Clark Notary Public.

Filed for Record the 10 day of April, A. D. 1913, at 9⁰⁰ o'clock 9 M.
Floyd L. Lawrence Register of Deeds.
Deputy.

(The following is endorsed on the original instrument)
 This note has been described having been paid in full, this mortgage is hereby released and the
 same hereby is discharged. As witness my hand this 10th day of April, A. D. 1913.

The Baldwin State Bank,
By Chas. E. Barker, V. P.
W. M. Clark, Cashier

Recorded April 7 1915
Floyd L. Lawrence
Register of Deeds
Geo. L. Mayhew, Deputy

File following in mortgage on the original instrument
 This note has been described having been paid in full, this mortgage is hereby released and the
 same hereby is discharged. As witness my hand this 10th day of April, A. D. 1913.
 Recorded April 15 1915
Floyd L. Lawrence
Register of Deeds