

Mortgage Record No. 52.

This document is subject to the original instrument.
 The state herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 18th day of May, A. D. 1915.

Recorded May 22 1915

Floyd L. Lawrence

Geo. C. Vogel copy

This Indenture, Made this 14th day of June in the year of our Lord
 nineteen hundred thirteen, between Samuel James Malby, senior,
 and Adelia H. Malby, his wife of Baldwin, Co. in the County of
 Douglas and State of Kansas, of the first part, and
 Lucette E. Spear of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Fifteen hundred 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 party of the second part, her 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:

The South Twenty (20) acres of Baldwin City located South of Jersey
 Street and West of Ninth Street (10th) in the South East Quarter (S.E.)
 of Section No. four (4) Township No fifteen (15) Range No Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
 Samuel James Malby, senior and Adelia H. Malby, his wife
 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
 Fifteen hundred dollars
 according to the terms of one certain note this day executed
 and delivered by the said Samuel James Malby, senior and Adelia H. Malby to the said party of the second part
 due in three years with six per cent interest 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 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 party of the second part, her executors, adminis-
 trators 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 overplus, if any there be, shall be paid by the party of the first part making such sale, on demand, to said
 Samuel James Malby and Adelia H. Malby heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and
 year first above written.

Signed, Sealed and Delivered in presence of

Samuel James Malby Jr. (SEAL)
 Adelia H. Malby (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 5th day of June A. D. 1915, before me,
 H. M. Clark a Notary Public in and for said County and State, came
 Samuel James Malby and Adelia H. Malby, 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 H. M. Clark Notary Public.

Filed for Record the 7 day of June A. D. 1915, at 9:55 o'clock A. M.
 Floyd L. Lawrence Register of Deeds.
 Deputy.

This document is subject to the original instrument.
 The state herein described having been paid in full, this mortgage is hereby released and the
 lien thereby created discharged. As witness my hand this 22nd day of May, A. D. 1915.

Recorded May 24 1915

Geo. C. Vogel copy