

Mortgage Record No. 52.

This Indenture, Made this 3rd day of October in the year of our Lord
nineteen hundred and thirteen.

between James F. Schnelly (m) 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 part 1st 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 2d 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 Number One hundred Twenty, Three (123); One hundred
Twenty five (125); One hundred Twenty, Seven (127); and One
hundred Twenty nine (129), Chapel Street, Baldwin City,

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said
James F. Schnelly (m) Elsie E. Schnelly
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
One thousand Dollars
according to the terms of one certain note this day executed
and delivered by the said James F. Schnelly (m) Elsie E. Schnelly to the said part 2d of the second part
due in three years with 7% 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 part 2d of the second part its Successors
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 cost and charges of
making such sales, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said
James F. Schnelly (m) Elsie E. Schnelly heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand and seal the day and
year first above written.

Signed, Sealed and Delivered in presence of

James F. Schnelly (SEAL)
Elsie E. Schnelly (SEAL)

STATE OF KANSAS,

Douglas County, } ss.

BE IT REMEMBERED, That on this 4th day of Oct. A. D. 1913, before me,

W. M. Clark a Notary Public in and for said County and State, came

James F. Schnelly (m) Elsie E. Schnelly, 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 20th day of Oct. A. D. 1913, at 10¹¹ o'clock AM.

Floyd L. Lawrence Register of Deeds.
By Geo. B. Neget Deputy.

This mortgage is entered on the original instrument. The note herein described having been paid in full, this mortgage is hereby released and the same has thereby created discharged. Any future mortgage on this property shall be void. D. H. 101, 102.

W. M. Clark Bank
Capt. J. B. Neget
Sole

Recorded
Oct 11th 1913
Floyd L. Lawrence
Geo. B. Neget