

Mortgage Record No. 52.

This Indenture, Made this 6<sup>th</sup> day of April in the year of our Lord  
Nineteen Hundred and Fifteen, between Mary Price Smith and Julius Smith,  
wife of husband of Baldwin City, in the County of  
Douglas and State of Kansas, of the first part, and  
Marry E. Massey of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
One thousand five hundred (\$1500.00) 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 y 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:

Lots number 125, 127, 129, 131, 133 and 135 all 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 Price Smith and Julius Smith  
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  
\$1500.00 Dollars  
according to the terms of One certain note this day executed  
and delivered by the said Mary Price Smith and Julius Smith to the said part y of the second part  
interest at 7% annual interest, option to pay off any amount at any interest  
payment before it is due  
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 y 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 part y making such sale, on demand, to said  
first party heirs and assigns.

IN WITNESS WHEREOF, The said parties 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  
Mary Price Smith (SEAL)  
Julius Smith (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 6<sup>th</sup> day of April A. D. 1915, before me,  
J. B. Wise a Notary Public in and for said County and State, came  
Mary Price Smith and Julius Smith, her husband  
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 October 25 1917 J. B. Wise Notary Public.

Filed for Record the 7<sup>th</sup> day of April A. D. 1915 at 9:22 o'clock A.M.  
Floyd L. Lawrence Register of Deeds.  
Geo. B. Hatzel Deputy.

For Assignment See Book 57 Page 185  
Recorded Jan 16 1915  
E. B. D. Williams  
Notary Public  
The State of Kansas is entered as the original instrument is  
correctly released and has  
been paid in full, this certificate is  
correctly cancelled and discharged. A. D. 1915  
J. B. Wise Notary Public  
Douglas County, Kansas