

## MORTGAGE RECORD—59.

This Indenture, Made this 1st day of September A. D. 1922 between  
Tilla E. Smith and J. D. Smith her husband

of Baldwin, Douglas County, in the State of Kansas of the first part; and  
Eva G. Clark  
 of Mendota County, in the State of California of the second part;

Witnesseth, That said part 1st of the first part, in consideration of the sum of \_\_\_\_\_ DOLLARS,  
Twelve hundred

the receipt of which is hereby acknowledged, do \_\_\_\_\_ by these presents, grant, bargain, sell and convey unto said part 2d of the second part, her  
 heirs and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas  
 to wit:

The West half (1/2) of Lot One Hundred Twenty Two (122) and  
all of Lot One hundred twenty four (124) on Jersey Street  
Baldwin City, County and State aforesaid

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever

Provided Always, And these presents are upon this express condition, that whereas said Tilla E. Smith and J. D. Smith  
 have on this day executed and delivered 96 certain promissory note for in writing to said part 2d of the second part, of which the following  
 copy for the sum of Eight hundred Eighty Dollars

Now, If said part \_\_\_\_\_ of the first part shall pay or cause to be paid to said part \_\_\_\_\_ of the second part, \_\_\_\_\_ heirs or assigns, said sum of money  
 in the above described note \_\_\_\_\_ mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged  
 and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due,  
 and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made  
 due and payable; then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said part \_\_\_\_\_ of the second part  
 shall be entitled to the possession of said premises.

In Witness Whereof, The said part \_\_\_\_\_ of the first part has hereunto set \_\_\_\_\_ hand \_\_\_\_\_ the day and year first above written.

Executed in the presence of

STATE OF KANSAS,

County, } ss.

Be it Remembered, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ before me  
 \_\_\_\_\_ a Notary Public in and for said County and State, came

who \_\_\_\_\_ personally known to me to be the same person \_\_\_\_\_ who executed the within instrument of writing, and such person \_\_\_\_\_  
 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 \_\_\_\_\_

19\_\_\_\_

Notary Public.

See this instrument in Book 22 of Mortgages Page 533.

This instrument is acknowledged on the original instrument. This mortgage is hereby