This Indenture, Made this 8 day of February, A. D. 1923 between Foss B. Smith and Margery G. Smith, his wife

of Douglas County, in the State of Kansas of the first part, and The Baldwin State Bank

of Douglas County, in the State of Kansas of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Three Thousand DOLLARS,

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

Lots numbered one hundred thirty three (133) and one hundred thirty five (135) on Jersey Street county and state aforesaid.
"In Baldwin City"

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 Foss B. Smith and Margery G. Smith have this day executed and delivered 120 certain promissory notes in writing to said party of the second part, ~~of which the following~~ copy for the sum of Four Thousand five hundred 00/100 Dollars, bearing even date herewith, payable at Baldwin State Bank, Baldwin Kansas, in equal installments of Thirty seven 50/100 Dollars each, the first installment payable on the 8th day of March 1923, the second installment on the 8th day of April 1923 and one installment on the 8th day of each month in each year thereafter, until the entire sum is fully paid And if default be made in the payment of any one of said installments when due, or any part thereof then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid at maturity, and at option of mortgagee

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors heirs or assigns, said sum of money in the above described notes 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for themselves and their heirs, do hereby covenant to and with said party of the second part, executors, administrators or assigns that they are lawfully seized in fee of said premises and free from all incumbrances and that they will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

~~In Witness Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.~~

Foss B. Smith
Margery G. Smith

STATE OF KANSAS,
Douglas County, } ss.

Be It Remembered, That on this 8 day of Febry. A. D. 1923 before me W. M. Clark a Notary Public in and for said County and State, came Foss B. Smith and Margery G. Smith, his wife L. S.

who are personally known to me to be the same persons who executed the within instrument of writing, 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 1923

W. M. Clark
Notary Public.

Recorded - Feb. 9 - 1923
At 2 o'clock P. M.

Ira E. Wellman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 31 day of Dec. A. D. 1926
Baldwin State Bank
W. M. Black Vice Pres.
W. B. Russell Cashier
Attest:

Feb. 2 1927
Ira E. Wellman
Register of Deeds
Recorded