

MORTGAGE RECORD—59.

A. D. 1923 between
 of the first part, and
 of the second part;
 DOLLARS,
 here
 read
 (2)
 appertaining, forever:
 Schmidt
 with
 said sum of money
 all be wholly discharged
 when the same is due,
 same are by law made
 of the second part
 written.
 A. D. 19... before me
 County and State, came
 and such person
 ve written.
 Notary Public.

The following is returned 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 6 day of January A. D. 19 26
John E. Wellman
Notary Public

Recorded Jan 8 1926
John E. Wellman
Notary Public

This Indenture, Made this 21st day of July A. D. 1923 between
Oliver W. Price and Flossie M. Price 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 _____ of the second part;

Witnesseth, That said part one of the first part, in consideration of the sum of _____ DOLLARS,
Six hundred
 the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said part of of the second part, etc. successors
 and assigns, all the following described REAL ESTATE, situated in the County of Douglas and State of Kansas to-wit:

Lot One hundred Sixty Six (166); One hundred Sixty
Eight (168) and the East half of lot 170 on High Street
and lot one hundred ninety five (195) and east
half of lot one hundred ninety seven (197) on
Indiana Street, all in Baldwin City Kansas.

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

Provided Always, And these presents are upon this express condition, that whereas said Oliver W. Price & Flossie M. Price
 have on this day executed and delivered thirty certain promissory notes in writing to said part of of the second part, for the sum
of Six hundred Seventy Five dollars, bearing even date
herewith, payable at Baldwin St Bank, Baldwin City, Kansas; in equal instal-
ments of Twenty five ⁵⁰ Dollars each, the first installment payable on the
21 day of August 1923, the second installment on the 21 day of Sept. 1923 and
one installment on the 21 day of each month thereafter 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 un-
paid installments shall become immediately due & payable, at the option of the part
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.
Appraisement waived at option of mortgagee.

Now, If said part of the first part shall pay or cause to be paid to said part of of the second part, its successors 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. and the said parties of the first part, for themselves and their heirs
and assigns, do hereby covenant to and with the said party of the second part, that they are, jointly and severally, and their heirs, assigns, and
successors, and the said parties of the first part, do hereby covenant to and with the said party of the second part, that they will defend and
maintain the title of the said premises against the lawful claims and demands of all persons whomsoever,
except in the premises
 In Witness Whereof, The said parties of the first part have hereunto set their
 hands the day and year first above written.
Oliver W. Price
Flossie M. Price

STATE OF KANSAS, } ss.
Douglas County, }
 Be it Remembered, That on this 21 day of July A. D. 1923 before me
N. M. Clark a Notary Public in and for said County and State, came
(L. S.) Oliver W. Price and Flossie M. Price his wife
 to me personally known to me to be the same persons who who executed the within instrument of writing, and each
 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 1927 N. M. Clark Notary Public.

Recorded July 23, 1923
 at 9⁰⁰ A.M.

John E. Wellman Register of Deeds
J. E. Wellman - Reg