

MORTGAGE RECORD—59.

This Indenture, Made this 21st day of July
Oliver W. Price and Flossie M. Price his wife

4-12. 1923 between

of Douglas County, in the State of Kansas

of the first part, and

The Baldwin State Bank

of the second part:

Witnesseth, That said part of of the first part, in consideration of the sum of.

DOLLARS.

the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said part y 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 Co. Kansas.

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 Oliver M. Price ^{and} Hosie M. Price ^{for the sum}
have this day executed and delivered thirty certain promissory note is in writing to said part of of the second part, ^{for the sum} of the following
of Six Hundred Seventy Five Dollars, bearing even date
herewith, payable at Baldwin St Bank, Baldwin City, Missouri; in equal install-
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 of default to be made on
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.
Underpayment waived at option of mortgagee.

Now, If said part of the first part shall pay or cause to be paid to said party 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 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 at the time when the same are or shall be due, then the same are to be lawfully

[illegible]

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

STATE OF KANSAS.

Douglas

Be it Remembered, That on this 21 day of July

...A. D. 19 23 before me

N.M. Black

a Notary Public in and for said County and State, came

(L. S.) ^{H. M. Mark} Oliver W. Price and Flossie M. Price his wife ^{jointly}

to ~~the~~ personally known to me to be the same person, ~~who~~ who executed the ~~within~~ instrument or writing, and ~~then the same~~
 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

W. M. Clark

Notary Public

Recorded July 23, 1923
at 9⁰⁰ A.M.

Notary Public.
 Isaac Wellman Register of Deeds
 J. Wellman - slip 2