

MORTGAGE RECORD 70

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FROM
Oliver W. Price
 TO
W.M. Clark
 By Isa E. Wellman Deputy.
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 22 day of May A. D. 1926 At 2:30 P. M.
 Register of Deeds.

THIS INDENTURE, Made this 21st day of June 1926, between
Oliver W. Price and Flossie M. Price his wife
 of Baldwin, Douglas County, in the State of Kansas of the first part, and
W.M. Clark
 of Baldwin, Douglas County, in the State of Kansas, of the second part:
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven hundred 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, his 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 sixty six (166) one hundred sixty eight (168) and the east
 half of lot one hundred seventy (170) on High street and lot one hundred ninety five (195)
 and the east half of lot one hundred ninety seven (197) all on Indiana street, Baldwin
 City, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or
 in anywise appertaining thereunto, unto the said part y of the second part, his heirs and assigns, forever.
 PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Oliver W. Price and Flossie M. Price have this day executed and delivered 88 certain promissory note, ss.
 to said part y of the second part, for the sum of Eight hundred seventy DOLLARS.
 bearing even date herewith, payable at Baldwin State Bank, Baldwin City Kansas, in equal installments of
Fifteen DOLLARS each, the first installment payable on the 21
 day of June 19 26, the second installment on the 21 day of July 19 26
 and one installment on the 21 days 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 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. Appraisal waived at option of mortgagee.

Now if said Oliver W. Price and Flossie M. Price
 shall pay or cause to be paid to said party of the second part, his 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, 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 part y of the second part shall be entitled to the possession of said premises.

And the said part y of the first part, for themselves and their heirs, do hereby covenant to and with the
 said part y of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have
 good right to sell and convey the same, that said premises are free and clear of all incumbrances.

Parties of the first part agree to keep the property insured in favor of party of second part

and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises
 against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said part y of the first part have hereunto set their hand and seal the day and year first above written.

ATTEST:
Oliver W. Price
Flossie M. Price.

STATE OF KANSAS,
 ss. County of Douglas
 BE IT REMEMBERED, That on this 21st day of May
 A. D. 19 26, before me Ethel Huff a Notary Public in and for said County and State, came
Oliver W. Price and Flossie M. Price his wife
 to me personally known to be the same person as who executed the foregoing 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 Aug 7, 19 27 Ethel Huff Notary Public.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereon is hereby created discharged.
 AS WITNESS MY HAND, this 3rd day of Sept 19 27

ATTEST:
W.M. Clark

This Release
 was written
 on the original
 Mortgage
 entered
 this day
 of Sept
 19 27
Ethel Huff
 Notary Public

SECOND MORTGAGE