

**This Indenture,** Made this 15th. day of August  
A. D., 19 52, between J. A. Bogue and Julia J. Bogue, husband and wife

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and F. B. Smith and Jennie P. Smith, husband and wife as joint  
tenants, with right of survivorship, and not as tenants in common.

of the second part.

**Witnesseth,** That the said part ies of the first part, in consideration of the sum of  
Three Thousand (\$3000.00) ----- DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant,  
bargain, sell and Mortgage to the said parties of the second part, their heirs and assigns, forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:

Lot No. Thirty-three (33), Lindley Addition  
to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein.  
And the said parties of the first part  
do hereby covenant and agree that at the delivery hereof they are the lawful owner of  
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances

This grant is intended as a mortgage to secure the payment of Three Thousand (\$3000.00) ---  
Dollars, according to the terms of one certain note this day executed and delivered by the  
said parties of the first part to the  
said parties of the second part

and this conveyance shall be void if such payments be made as herein  
specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up  
thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the  
said part ies of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises  
hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount  
then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid  
by the part ies making such sale, on demand, to said parties of the first part

heirs and assigns

**In Witness Whereof,** The said part ies of the first part ha ve hereunto set their  
hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

J. A. Bogue (SEAL)  
Julia J. Bogue (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS,

Douglas

County, } ss.

**Be It Remembered,** That on this 15th. day of August A. D. 19 52

before me the undersigned a Notary Public

in and for said County and State, came J. A. Bogue and

Julia J. Bogue, his wife

to me personally known to be the same person 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

July 7 19 56

Frank Fox Notary Public