sideration of the sum of Five Hundred 00/100 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 party of the second part, her 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 Number Seventy six (76) Kentucky Street in the City of
Lawrence Less the South four (4) feet with the appurtenances, and
all the estate, title and interest of the said parties of the first
part therein. And the said Franklin Smelser does hereby co-
venant and agree that at the delivery hereof he is 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 and that he will warrant & defend the
same against all claims whatsoever. This Grant is inten-
ded as a Mortgage to secure the payment of the sum of Five
Hundred 00/100 Dollars, according to the terms of One certain prom-
issory note this day executed by the said Franklin & Annie
Smelser to the said party of the second part. Said note
being given for the sum of Five Hundred 00/100 Dollars, dated
August 14th 1888 due and payable on or before five years from date
thereof until paid according to the terms of said note and
coupons thereto attached. And this conveyance shall be void
if such payment be made as in said note and coupons there-
to attached, and as is hereinafter specified. And the said
party of the first part hereby agrees to pay all taxes assessed on
said premises before any penalties or costs shall accrue
on account thereof, and to keep the said premises insured
in favor of the said mortgagee, in the sum of Five Hundred 00/100
Dollars, in some insurance company satisfactory to
said mortgagee, in default whereof the said mortgagee
may pay the taxes and accruing penalties, interest
and costs, and insure the same at the expense of the
party of the first part, and the expense of such taxes and ac-
cruing penalties, interest and costs, and insurance, shall
from the payment thereof be and become an additional
lien under this mortgage upon the above described
premises, and shall bear interest at the rate of 12 per cent.
per annum. But if default be made in such payment
or any part thereof, or interest thereon, or the taxes assessed
on said premises, or if the insurance is not kept up there-
on: then this conveyance shall become absolute, and the

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 25th day of April A.D. 1891
Carrie [illegible]
Recorded April 25th 1891
[illegible] Register of Deeds