

## MORTGAGE RECORD

H. B. Foley, Black Book Manufacturer, Lawrence, Kans.

This Indenture, Made this First day of March in the year of our Lord one thousand eight hundred and eighty nine between H. B. Smith & S. B. Smith his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and C. J. Green of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred and fifty 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 his 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 One Hundred and twenty one (121) in addition Three (3) North Lawrence in City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 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 except a Mortgage to secure the payment of \$200 due July 28, 1891 to C. J. Green

This grant is intended as a Mortgage to secure the payment of the sum of One Hundred and fifty Dollars

according to the terms of one certain promissory note this day executed and delivered by the said H. B. & S. B. Smith to the said part of the second part: payable Two years from date at The National Bank of Lawrence Kas

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 party of the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges of making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said H. B. Smith his heirs and assigns.

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

Signed and delivered in presence of

H. B. Smith (SEAL.)

S. B. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 2<sup>d</sup> day of March, A. D. 1889, before me, Alfred Whitman, a Notary Public in and for said County and State, came H. B. Smith and S. B. Smith his wife

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan'y 19, 1891.

Recorded March 5 A. D. 1889, at 5<sup>30</sup> o'clock P. M.

Alfred Whitman  
Notary Public.

James Brutto  
Reg. later of Deeds.

In Lawrence Book 3, Page 500