

## MORTGAGE RECORD

V. F. POPE, Clerk of the Court, Mortgages, Kansas

This Indenture, Made this 27<sup>th</sup> day of March in the year of our Lord one thousand eight hundred and eighty Nine between J. D. Smith and Clara F. Smith (husband and wife) of Baldwin in the County of Douglas and State of Kansas of the first part, and L. D. Anderson of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred 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: South half (1/2) of Lots No. One hundred and nineteen (119) One hundred and twenty one (121) and One hundred and twenty three (123) ending Street Baldwin City County and State of Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. D. Smith and Clara F. Smith do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 the sum of Four hundred Dollars

according to the terms of One certain promissory note this day executed and delivered by the said J. D. Smith and Clara F. Smith to the said party of the second part: Said note due One year after date and drawing 10% interest from date payable semi-annually on the 25<sup>th</sup> day of September and March in each year

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 his 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 his 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 J. D. Smith and Clara F. Smith heirs and assigns.

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

Signed and delivered in presence of

John D. Smith (SEAL.)  
Clara F. Smith (SEAL.)  
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\_\_\_\_\_  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.

Be it Remembered, That on this 28<sup>th</sup> day of March, A. D. 1889, before me, Justice of the Peace, a Notary Public in and for said County and State, came John D. Smith and Clara F. Smith to me personally known to be the same persons 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 18

Recorded April 16 A. D. 1889, at 11 o'clock A. M.

W. Bristow Justice of the Peace  
James Brooks Reg. of Deeds

The following is enclosed in the original instrument  
The notes having been described herein, been paid in full, this mortgage is hereby released and the  
said parties are discharged. No action may be taken on this 17 day of Jan. A.D. 1894  
L. D. Anderson  
J. D. Smith  
Clara F. Smith  
Recorded Jan. 26, 1894  
Notary Public  
W. Bristow