

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of Feb'y in the year of our Lord one thousand eight hundred and ninety One between George E. Smith and Annie E. Smith (wife) of Douglas in the County of Douglas and State of Kansas of the first part, and A. E. Newlin of California of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell 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: The North Fifty one and one half (51 1/2) Acres of Section Seven (7) Township Fourteen (14) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said George E. Smith do hereby covenant and agree at the delivery hereof he the lawful owner of the premises above granted, and seized of a good and indefeasible state of inheritance therein free and clear of all incumbrances Excepting one Mortgage and note for Eight Hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said George E. Smith to the said party 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 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 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 George E. Smith heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

John M. NewlinGeo. E. Smith

(SEAL)

Annie E. Smith

(SEAL)

by Geo. E. Smith

(SEAL)

her Guardian

(SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of Feb'y, A. D. 1891, before me John M. Newlin, a Notary Public in and for said County and State, came George E. Smith and George E. Smith as Guardian for Anna E. Smith 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 April 25 1891John M. Newlin

Notary Public.

Recorded Feb 26 1891, at 10 o'clock A. M.James Brooks

Register of Deeds

The following is indorsed on the original instrument:
The notes herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged
A. E. Newlin

Recorded Dec 2nd 1891
James Brooks
Register of Deeds