

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 28th day of March in the year of our Lord one thousand eight hundred and ninety one between Joseph Doubek and Emily Doubek his wife of Neaver in the County of Douglas and State of Kansas of the first part, and Mrs. C. B. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two hundred and twenty five 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: the West one half (1/2) of the North east one fourth (1/4) of the North east quarter of Section thirty six (36) Township eleven (11) of Range seventeen (17)

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

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred and Twenty five Dollars according to the terms of One certain promissory note this day executed and delivered by the said Joseph and Emily Doubek to the said party of the second part: payable three years from date at The Lawrence National Bank of Lawrence Kansas

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 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 Joseph Doubek 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

Alfred WhitmanJoe Doubek

(SEAL)

Emily Doubek

(SEAL)

mark

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas

} ss.

Be it Remembered, That on this 28th day of March, A. D. 1891, before me Alfred Whitman, a Notary Public in and for said County and State, came Joseph Doubek and Emily Doubek 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 January 17, 1892Alfred Whitman

Notary Public.

Recorded March 28th A. D. 1891, at 12:30 o'clock P. M.James Brooks

Register of Deeds

The following is indorsed on the original instrument:
The note, herein described, having been paid in full, this mortgage is hereby released and the same hereby created discharged.
As witness my hand, this 29th day of July, A. D. 1894

Recorded July 24-1894
James Brooks
Register of Deeds
County of Douglas and Testament
of Catherine A. Smith Decd.