

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Eleventh day of October in the year of our Lord one thousand eight hundred and ninety one between George F. Smith and George F. Smith Guardian of Anna E. Smith of Douglas in the County of Douglas and State of Kansas of the first part, and J. E. Newlin 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 doth 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 half (51 1/2) acres of the South East quarter (1/4) 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 F. Smith doth hereby covenant and agree, at the delivery hereof he is 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

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 F. Smith to the said party of the second part: his heirs or assigns

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 F. Smith his heirs and assigns.

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

Signed and delivered in presence of

Geo F. Smith (SEAL.)  
Anna E. Smith (SEAL.)  
by G. F. Smith Guardian (SEAL.)

STATE OF KANSAS, } ss.  
Douglas County

Be it Remembered, That on this 20 day of Oct, A. D. 1891, before me John M. Newlin N. P., a Notary Public in and for said County and State, came George F. 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 28 — 1895 John M. Newlin N. P. Notary Public.  
Recorded Oct — 23 — A. D. 1891, at 11 o'clock A — M.

James Brooks Register of Deeds

The following is endorsed on original instrument  
 \$700 20  
 Received of George F. Smith the within named mortgage the sum of two hundred and 4 Dollars, in full satisfaction of the within mortgage.  
 October 19, 1893  
 J. E. Newlin  
 Recorded Oct 20. 1893 at 9 o'clock AM. James Brooks Register of Deeds  
 H. W. Carmean Deputy