

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventeenth day of November in the year of our Lord one thousand eight hundred and ninety one between Hollingsworth Smith and Winnie R. Smith his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Hugh A. Allen of same place of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: lots Nos One (1) two (2) three (3) four (4) five (5) Nineteen (19) and twenty (20) in addition No four (4) in North Lawrence, being the homestead of the said parties of the first part, who agree to maintain insurance thereon during the continuance of this loan, for the benefit of the party of the second part and assigns to the amount of Five hundred dollars.

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 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 Five Hundred Dollars according to the terms of a certain mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: for a term of two (2) years from date with interest from date until paid at the rate of eight (8) per cent per annum payable annually

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, appraisalment 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 Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Hollingsworth Smith (SEAL.)
Winnie R. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 17 day of November, A. D. 1891, before me Wm. J. Sinclair, a Notary Public in and for said County and State, came Hollingsworth Smith and Winnie R. Smith his wife 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 Sept 13 1892 Wm. J. Sinclair Notary Public.
Recorded Nov 23 A. D. 1891, at 7 o'clock P. M.
James Brooks Register of Deeds

*The following is endorsed on the original instrument
In consideration of full payment of the within mortgage
I hereby release the same this 31 day of Jan'y 1893.
Hugh A. Allen
Recorded January 31 1893 James Brooks
Register of Deeds*