

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Seventh day of Dec in the year of our Lord one thousand eight hundred and Ninety one between James D. Smith and Lilla E. Smith his wife of Baldwin in the County of Douglas and State of Kansas of the first part, and Samuel C. Thompson of the second part,

Witnesseth, That the said party two of the first part in consideration of the sum of Seventy five 15 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: Sats Nos Fifty three (53) Fifty five (55) and Fifty seven (57) on Elm Street in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said party two of the first part therein. And the said James D. Smith and wife 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 state of inheritance therein free and clear of all incumbrances Except on mortgage of \$200.00 to Kansas Natl Building and Loan Assn.

This grant is intended as a Mortgage to secure the payment of the sum of Seventy five Dollars (\$75.00) according to the terms of One certain Promissory Note this day executed and delivered by the said James D. Smith and wife to the said party of the second part: Due in five years from date with Eight % interest per annum payable semi-annually on the 1st day of June and December 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 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 James D. Smith and wife or their heirs and assigns.

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

Signed and delivered in presence of

C. E. DallasJames D. Smith
Lilla E. Smith

(SEAL.)

(SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 7 day of Dec, A. D. 1891, before me C. E. Dallas, a Notary Public in and for said County and State, came James D. Smith and Lilla E. Smith his wife and and 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 Dec 16 1894 C. E. Dallas

Notary Public.

Recorded Feb 11 A. D. 1892, at 5 o'clock P. M.James Brooke

Register of Deeds

The following is endorsed on original instrument
In consideration of full payment of the within mortgage I hereby release the same this 27 day of April 1892
Samuel C. Thompson

Recorded April 27, 1892 at 12 o'clock P. M. James Brooke Register of Deeds
By H. C. Carman Deputy