

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 18<sup>th</sup> day of February in the year of our Lord one thousand eight hundred and ninety two, between J. A. Smith and Theodosia Smith, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and Fredrick Whiton, of Ithaca New York of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: The South half of the North East quarter of Section No Four (4) in Township No Thirteen (13) South, of Range No Nineteen (19) East of the 6th P.M., containing 30 acres of land, more or less.

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, and that they will warrant and defend the same in the quiet and peaceable possession of the said party, his heirs and assigns forever, against all persons lawfully claiming the same.

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 mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part, due in full on or before the 1st day of January 1893, with interest from date to maturity as evidenced by coupon attached to said note, and interest after maturity or default until fully paid, at rate of 10% per annum.

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, on 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 parties of the first part, their 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 J. A. Smith (SEAL.)  
Theodosia Smith (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } ss.  
County of Douglas

Be it Remembered, That on this 22<sup>nd</sup> day of February, A. D. 1892, before me L. A. Wight, a Notary Public in and for said County and State, came J. A. Smith and Theodosia 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 April 21 1895 L. A. Wight Notary Public.  
Recorded Feb 22 A. D. 1892, at 5<sup>15</sup> o'clock P M.

James Brooke Register of Deeds

For assignment of this mortgage see book 26 page 12. assigned See Book 51 Page 497  
\$1200  
Received of Amos Schreyer the sum of Two hundred and no Dollars in full satisfaction of the within mortgage.  
H. A. Boardley  
Records February 14, 1900. L. A. Wight, Notary Public, Douglas, By Alice B. Simpson, Deputy.