

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 3rd day of March in the year of our Lord one thousand eight hundred and ninety two between George T. Smith and Anna E. Smith his wife of Linland in the County of Douglas and State of Kansas of the first part, and Margaret J. Marshall of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand 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 North West fractional Quarter of Section No. Seven (7) Township No. 14 N. of Range No. 20 also part of the North West Quarter of Section No. Eighteen (18) same Township and Range described as beginning at a post thirty rods South of the North East corner of said N. W. thence West 63.33 Rods thence South 63.33 Rods thence East 63.33 Rods thence North 63.33 Rods along said East line to beginning 25 acres more or less and containing in the aggregate 150 acres 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 George T. Smith date hereby covenant and agree ^{that} 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 and will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever.

This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars (\$2000) according to the terms of One certain Note this day executed and delivered by the said George T. Smith and Anna E. Smith to the said party of the second part: for Two Thousand and no more Dollars in Cash from date with interest at Eight per cent per annum payable semi 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, 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 T. Smith 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

L. D. Steele

Geo T. Smith (SEAL.)
Anna E. Smith (SEAL.)
by Geo T. Smith (SEAL.)
his Legal Guardian (SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 3rd day of March, A. D. 1892, before me L. D. Steele, a Notary Public in and for said County and State, came G. T. Smith and Geo T. Smith Guardian of Anna E. Smith persons of unsound mind 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 June 15 1894

L. D. Steele

Notary Public.

Recorded March 3 A. D. 1892, at 4²² o'clock P—M.

James Brooks
Register of Deeds

The following is endorsed on the original instrument
The note herein described having been paid in full this mortgage
is hereby released and the lien thereby created discharged
As witness my hand this 25 day of Nov. A. D. 1893
Margaret J. Marshall
by H. L. Howe her Agent for collection

Recorded December 7th 1893
James Brooks
Register of Deeds

