

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Ninth day of July in the year of our Lord one thousand eight hundred and ninety two between George F. Godding and Susan F. Godding his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Catharine S. Smith of the same County and State 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, her 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 West half of the South East quarter of Section No thirty two (32) in Township No Twelve (12) of Range No Nineteen (19)

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, ^{that} 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 One certain Coupon Note this day executed and delivered by the said George F. Godding and Susan F. Godding to the said party of the second part:

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 her 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 her 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 second part their heirs and assigns.

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

Signed and delivered in presence of

Wilders S. Metcalf

Geo F. Godding (SEAL.)
Susan F. Godding (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this 9th day of July, A. D. 1892, before me the undersigned, a Notary Public in and for the County and State of Kansas, came Geo F. Godding and Susan F. Godding his wife, who are personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

^{Testimony}
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 Novem-28th 1892

Wilders S. Metcalf Notary Public.

Recorded July 11 A. D. 1892, at 11 o'clock A M.

James Brooks Register of Deeds

The following is included in the Original Instrument
In consideration of full payment of the within mortgage
Sherry release this and this 24 day of Aug. 1897
Wm. S. Sinclair

Recorded Aug 28, 1897

James Brooks Register of Deeds
By Fred Brooks Deputy
(Assigned Sec Book 15 Page 549)

