

This Indenture, Made this Fourth day of May in the year of our
 Lord one thousand eight hundred and ninety three between
Albert E. Smith and Ida Smith his wife
 of Douglas in the County of Douglas and State of Kansas
 of the first part, and Mrs. Ella B. Smith and John W. Smith
 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 parties
 of the second part their 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 quarter of section thirty one (31) Town-
ship twelve (12) Range nineteen (19) East. Also the north half of the north east
quarter of the south west quarter section twenty six (26) Township twelve (12)
Range eighteen (18) East containing in all 180 acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Albert E. Smith and Ida Smith his wife
 do hereby covenant and agree that at the delivery hereof they with 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 Two Thousand dollars
 according to the terms of one certain Promissory note this day executed and delivered by the
 said Albert E. Smith and Ida Smith his wife to the said parties of the second part
with interest thereon at the rate of six (6) percent per annum from and after
April 10, 1895. Interest to be paid 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 parties of the second part their
 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 parties of the second part their executors, administrators
 or assigns; and out of all the 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 parties 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 seal the day and year first
 above written.

Signed and delivered in presence of

Albert E. Smith (SEAL)

Ida Smith (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS, }
 County of Douglas County } ss.

Be it Remembered, That on this 4th day of May, A. D. 1893, before me
John Charlton, a Notary Public in and for said County and
 State, came Albert E. Smith & Ida 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 Aug 26 1896

Recorded May 4 A. D. 1893, at 5⁴⁰ o'clock P.M.

John Charlton

Notary Public

James Brooks
 Register of Deeds

The following is endorsed on the original instrument
 \$ 2000.00 May 14 1898. Received of Albert E. Smith and
 Ida Smith for their Kansas Mortgage, the sum of two
 thousand dollars in full satisfaction of the within mortgage.
 E. W. Westbrook
 John W. Smith

Recorded Aug 25 1898
 E. W. Westbrook
 Register of Deeds

