

This Indenture, Made this seventh day of July in the year of our Lord one thousand eight hundred and ninety three between J. H. Smith and Geneva D. Smith wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. J. Barker of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fifty five 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: Lots One (1) Two (2) Three (3) Fourteen (14) Fifteen (15) and Sixteen (16) in Block No two (2) in South Lawrence Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said J. H. Smith and Geneva D. Smith 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 Excepting One Mortgage for One thousand Dollars and One Mortgage of Two hundred and fifty Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Fifty Dollars according to the terms of One certain Note this day executed and delivered by the said J. H. Smith and Geneva D. Smith to the said party of the second part his heirs or assigns.

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 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 party making such sale on demand to the said J. H. Smith 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

J. H. Smith (SEAL)
Geneva D. Smith (SEAL)
(SEAL)
(SEAL)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 7 day of July, A. D. 1893, before me a Notary Public in and for said County and State, came J. H. Smith and Geneva D. Smith 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 - 28 - 1895
Recorded July 8 A. D. 1893, at 3²⁰ o'clock P - M.

John M. Newlin Notary Public
James Brooks Register of Deeds

The following is endorsed on 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 19 day of July, A.D. 1893
E. J. Barker
Recorded July 19, 1893 at 5⁴⁵ o'clock AM. James Brooks Register of Deeds
W. C. Carman Deputy