

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this 10th day of September in the year of our Lord one thousand eight hundred and ninety three between Abram Smith and Sarah E. Smith his wife of Globe in the County of Douglas and State of Kansas of the first part, and Frank French 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 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 West half (1/2) of the North East quarter (1/4) and the South East quarter of the North East quarter (1/4) of Section Thirty-five (35) Township Fourteen (14) Range Eighteen (18).

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 hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized 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 Promissory Note this day executed and delivered by the said Abram and Sarah E. Smith to the said party of the second part: Payable Two (2) Years from date at the Lawrence Nat Bank of Lawrence Kas with interest at the rate of Eight (8) 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 parties 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 Abram Smith 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

Abram Smith (SEAL.)  
Sarah E. Smith (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } SS.

Be it Remembered, That on this 19 day of September, A. D. 1893, before me Alfred Whitman, a Notary Public in and for said County and State, came Abram Smith and Sarah E. Smith his wife to me personally 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 Jan'y 17<sup>th</sup> 1895  
Recorded September 19<sup>th</sup> A. D. 1893, at 5<sup>40</sup> o'clock P. M.

Alfred Whitman Notary Public.  
James Brooks Register of Deeds.

The following is endorsed on the original instrument  
\$500.00 Lawrence Sept 10, 1893. Received of Abram Smith the within named mortgagor the sum of Five Hundred and 00/100 dollars in full satisfaction of the within mortgage  
Frank French

Recorded September 19th 1893  
James Brooks  
Register of Deeds

*(Circular Notary Seal)*