

JOURNAL CO. LAWRENCE, KAN.

This Indenture, Made this third day of October in the year of our Lord one thousand eight hundred and ninety three between George F. Smith and Annie E. Smith, his wife of Douglas in the County of Douglas and State of Kansas of the first part, and William F. Sinclair, of Lawrence, Kansas of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twenty 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 North West fractional quarter of Section No. Eleven (1), 1547 $\frac{22}{100}$ acres, Part of the North West quarter of Section No. Eighteen (18) described as Commencing at a point 30 Rods South of the North East corner thereof and on the East line, thence running West 637 $\frac{33}{100}$ Rods, thence South 637 $\frac{33}{100}$ Rods, thence East 637 $\frac{33}{100}$ Rods to East line said Sec. 18., thence North 637 $\frac{33}{100}$ Rods to beginning, 75 acres, Also the West 70 acres of the North East quarter of Section No. Eleven (11) in Township No. Fourteen (14), Range No. Twenty (20) being homestead of Bartholomew, who agree to maintain \$1000. insurance upon buildings thereon for benefit of Mortgage, his heirs and assigns; subject, however, to \$1000. mortgage to Joseph Smith, on the 70 acre tract last above described 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, and that they will warrant and defend same in the quiet and peaceable possession of 2d party, his heirs and assigns forever against all lawful claims.

This grant is intended as a Mortgage to secure the payment of the sum of Twenty five Hundred Dollars according to the terms of one certain mortgage note this day executed and delivered by the said parties of the first part to the said party of the second part:

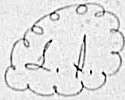
and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part 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 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 seals the day and year first above written.

Signed and delivered in presence of

Geo F. Smith (SEAL.)
Annie E. Smith by (SEAL.)
Geo F. Smith her Guardian (SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.



Be it Remembered, That on this 17th day of October, A. D. 1893, before me J. A. Wright a Notary Public in and for said County and State, came George F. Smith for himself and as Guardian of his wife, Annie E. Smith to me personally known to be the same person—who executed the foregoing instrument, and duly acknowledged the execution of the same.

The following is endorsed on the instrument here recorded.
In Probate Court of Douglas County, Kansas, the within mortgage was approved by said Court this 17th day of October 1893
J. A. Wright
Judge

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 21 1895 J. A. Wright Notary Public.
Recorded Oct 17 A. D. 1893, at 5⁴⁵ o'clock P. M.

James Brooks Register of Deeds.

(Assigned for Book 31 Page 440)
(Released See Book 37 Page 363)