

This Indenture, Made this fourteenth day of December in the year of our Lord one thousand eight hundred and ninety three between Benjamin F. Smith and Choebe J. Smith his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and James B. Smith of Indianapolis of the State of Indiana of the second part,

Witnesseth, That the said part¹ of the first part in consideration of the sum of Two Hundred (\$200.00) 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: Commencing on the West line of the North east quarter of Section No. Six (6) in Township No. Thirteen (13) S. of Range No. twenty (20) E. at a point distant twelve and 62/100 Chs North of the South West corner of said gr. Sec. thence running east four 1/2 Chs. thence South four 1/2 Chs. thence West four 1/2 Chs. to the West line of said gr. Sec. thence North four 1/2 Chs. to the beginning, Cont. 2 ad. more or less.

with all the appurtenances, and all the estate, title and interest of the said part¹ of the first part therein. And the said Benjamin F. Smith do hereby covenant and agree that at the delivery hereof he is the lawful owner— 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 hundred dollars (\$200.00) and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Benjamin F. Smith and wife to the said party of the second part: and due in eight months from the date of this instrument.

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 Benjamin F. Smith his heirs and assigns.

In Witness Whereof, The said part¹ of the first part, have hereunto set their hands and seals the day and year first above written.

Signed and delivered in presence of

Benj. F. Smith (SEAL.)
A. J. Smith (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
Douglas County } ss.

Be it Remembered, That on this 14th day of December, A. D. 1893, before me Charles Chadwick a Notary Public in and for said County and State, came Benjamin F. and Choebe J. Smith husband and 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 11 18 95
 Recorded Dec 14 A. D. 1893, at 3⁴⁵ o'clock P. M. Douglas Co. KS

Chas Chadwick Notary Public.
James B. Smith Register of Deeds.

See book 76 Page 532 for release of this mortgage