JOURNAL CO., LAWRENCE, KAN.

**This Indenture,** Made this 28 day of April in the year of our Lord one thousand eight hundred and ninety four between John E. Smith and his wife Jennie Smith of in the County of Douglas and State of Kansas of the first part, and Joseph Lewis 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 South West fractional quarter of Section (18) Eighteen: The North half of the South East quarter of Section Eighteen (18) and West half of the West thirty five acres of East half of South West quarter of Sec Seven (7) Township Fourteen (14) Range Eighteen (18) containing 237½ acres more or less

with all the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said John E. Smith does 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 Twenty Five Hundred Dollars payable five years after date with interest payable annually at the rate of Seven and one half per cent per annum according to the terms of one certain promissory note this day executed and delivered by the said John E. Smith and Jennie Smith to the said party of the second part: with privilege of paying on said note $100 or any multiple thereof on principal when any annual interest is due

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 John E. Smith his 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 R. Banks

John E. Smith (SEAL.)
Jennie Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, County of Douglas } SS.

*Be it Remembered,* That on this 28 day of April, A. D. 1894, before me Geo R. Banks, a Notary Public in and for said County and State, came John E. Smith and Jennie Smith husband and 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 Dec 1 1894 Geo R. Banks *Notary Public.*

Recorded April 28 A. D. 1894, at 4 o'clock P. M.

James Brooks *Register of Deeds.*

For value received, I hereby sell and assign the within mortgage and the note therein described and secured thereby to Alex Lewis — Witness my hand this 7th day of Dec — 1900

Joseph Lewis

State of Kansas } ss.
County of Douglas } Be it this 11th day of May 1900 before me, a Notary Public in and for said County and State, came Joseph Lewis to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution of the same. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Geo. A. Banks — Notary Public.

The foregoing assignment was filed for record May 11 1900 at 33 min past 8 o'clock A. M. and duly recorded in Book 73 of Mortgages on page 533

Geo. A. Banks — Deputy.

The within note and mortgage is attached on the original instrument.

This mortgage is hereby released and discharged this 11 day of May A.D. 1905.

A. Wilson
Sole heir of Alex Lewis deceased

Recorded May 3rd 1905.

A. C. Crouch
Register of Deeds.