

This Indenture, Made this Twenty day of June in the year of our Lord one thousand eight hundred and ninety four between Benj. F. Smith and Chorb. J. Smith wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Nephey N. Hoag of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Two thousand 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 her 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 quarter (1/4) of the South West quarter (1/4) of Section Five (5) Township Thirteen (13) Range Twenty (20) containing 40 or less acres of land 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 Benj. F. Smith and Chorb. J. 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

This grant is intended as a Mortgage to secure the payment of the sum of Two thousand Dollars according to the terms of three certain Notes \$700 in one year \$300 in two years \$1500 in three years this day executed and delivered by the said Benj. F. Smith and Chorb. J. Smith to the said party of the second part: her 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 WA 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 WA 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 B. F. 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
John M. Newlin Benj. F. Smith (SEAL.)
Chorb. Jane Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 2^d day of June, A. D. 1894, before me John M. Newlin Notary Public in and for said County and State, came Benjamin F. Smith and Chorb. J. 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 June 21 A. D. 1894, at 3 o'clock P-M.
John M. Newlin Notary Public.
James Brooks Register of Deeds.

The following is indorsed on the Original Instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
Attest: As Witness my hand this 21th day of June A.D. 1896
Nephey N. Hoag
R. D. Mason
Recorded June 24th 1896.

James Brooks
Deputy Register of Deeds

