

This Indenture, Made this 27th day of February in the year of our Lord one thousand eight hundred and ninety four between Benjamin T. Smith and Phoebe J. Smith his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and H. A. Blair of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve 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 all 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: lots numbers six (6) seven (7) eight (8) nine (9) and ten (10) in Block number two (2) of Chansons subdivision of Block number fifteen (15) of Babcocks enlarged Addition to the city of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Benjamin T. Smith and Phoebe 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 Twelve hundred dollars (\$1200.00) according to the terms of One certain Real Estate Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: payable three years after date at Douglas County Bank Lawrence Kansas, to order of party of second part with interest at eight per cent. semi-annually represented by coupons thereto attached until maturity and ten per cent after maturity, until paid. 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 all 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 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 for 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

Hugh Blair

Benjamin T. Smith (SEAL.)

Phoebe J. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 27th day of February, A. D. 1895, before me, Hugh Blair, a Notary Public in and for said County and State, came Benjamin T. Smith and Phoebe J. Smith his 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 28th Dec 1897

Recorded Feb 27 A. D. 1895 at 11⁵⁵ o'clock A. M.

Notary Public

James Brooks
Register of Deeds

The following is indexing on the original instrument
The note herein described having been paid in full this Mortgage
is hereby released and the lien thereby created discharged.
As Witness my hand this 9th day of May A.D. 1900.
Attest J. H. Chase,
Recorder of Deeds,
Recorded May 10th 1900.
N 10047 Lt. 6778 → Partial Release see Book 33 Page 239 (Partial Release See Book 37 Page 515) ← 542 ft of Lt. 6, 7, 78

The following is indexed on the original instrument