

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Twenty fifth day of November in the year of our Lord one thousand eight hundred and ninety four between Charles J. R. Smith and Catherine R. Smith (wife) of Bond in the County of Douglas and State of Kansas of the first part, and Mary H. Spencer of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 half (1/2) of the South East quarter (1/4) of Section Eleven (11) Township fourteen (14) Range Eighteen (18) Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles J. R. Smith and Catherine R. 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 Eight hundred Dollars according to the terms of One certain Note and four Coupons this day executed and delivered by the said Charles J. R. Smith and Catherine R. Smith 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 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 Charles J. R. Smith his 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

Charles J. R. Smith (SEAL.)  
Catherine R. Smith (SEAL.)  
 \_\_\_\_\_ (SEAL.)  
 \_\_\_\_\_ (SEAL.)

STATE OF KANSAS, }  
 County of Douglas } ss.

Be it Remembered, That on this 25 day of November, A. D. 1895, before me, John M. Newlin, a Notary Public in and for said County and State, came Charles J. R. Smith and Catherine R. Smith 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 April 28 1899. John M. Newlin Notary Public.  
 Recorded Nov 27 A. D. 1895 at 5 o'clock P M.

James Brooks Register of Deeds.

*Following is not a record in 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 30th day of Nov. A.D. 1897.  
 R. D. Mason  
 Recorded Dec 6 "1897*

*James Brooks for  
 Charles J. R. Smith and  
 Catherine R. Smith*