

JOURNAL CO., LAWYERS, SAN.

This Indenture, Made this Twenty seventh day of January in the year of our Lord one thousand eight hundred and ninety six between Hollingsworth Smith and Minnie Smith (wife) of Laurie in the County of Douglas and State of Kansas of the first part, and Calvin A. Bateman of the second part,

Witnesseth, That the said partall of the first part in consideration of the sum of One hundred and fifty 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: Lot One (1) Two (2) Three (3) Four (4) Five (5) Minnie (19) and Twenty (20) in Addition four (4) North Laurie, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said partall of the first part therein. And the said Hollingsworth Smith and Minnie 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 Excepting One Mortgage of Five hundred Dollars to B. B. Cows

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty Dollars according to the terms of One certain Note and this day executed and delivered by the said Hollingsworth Smith and Minnie Smith to the said party of the second part: his 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 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 part 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 Hollingsworth Smith his heirs and assigns.

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

Signed and delivered in presence of

Hollingsworth S. Smith (SEAL.)
Minnie R. Smith (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, }
 County of Douglas } ss.

Be it Remembered, That on this 27th day of January, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Hollingsworth Smith and Minnie 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 800 30 A. D. 1896 at 12 o'clock P M.

James Brooks
 Register of Deeds.

The following is indicated on Original Instrument:
 The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged.
 Witnesses my hand this 23 day of December A.D. 1897
 Calvin A. Bateman

Recorded Jan'y 15 1898

G. J. Loran 37 J.C. Fisher 59

L. S.