

This Indenture, Made this 21 day of March in the year of our Lord one thousand eight hundred and ninety 9 between George F. Smith and Anna E. Smith of Winland in the County of Douglas and State of Kansas of the first part, and Ferdinand Greefhow of the second part,

Witnesseth, That the said part us of the first part in consideration of the sum of Four 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 Fifty one and one half (51 1/2) acres of the South East quarter of Section No. Seven (7) Township No. Fourteen (14) South of Range No. Twenty (20) East of 6th P. M.

with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said George F. Smith and Anna E. 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 Four Hundred Dollars

according to the terms of One certain Note this day executed and delivered by the said George F. Smith to the said part y of the second part: Payable in Five years from date with interest at Eight per cent per annum Payable annually

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 part y of the second part us 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 us 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 part y making such sale on demand to the said George F. Smith heirs and assigns.

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

Scaled
Signed and delivered in presence of

L. S. Steele

Geo. F. Smith (SEAL)

Anna E. Smith (SEAL)

by Geo. F. Smith (SEAL)

her Guardian (SEAL)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 21 day of March, A. D. 1896, before me, L. S. Steele, a Notary Public in and for said County and State, came George F. Smith

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same. for himself and as Guardian of Anna E. Smith his wife.

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 June 18, 1898

Recorded March 23, A. D. 1896, at 9 o'clock A. M.

L. S. Steele

Notary Public.

James Brooke
Register of Deeds.

The foregoing was indorsed on the original instrument. The note herein described having been paid in full this Mortgage is hereby released, and the lien thereby created is discharged. As Witness my hand, this 11th day of August A. D. 1898

Attest
Harry A. Balingier
Greentree

Recorded Aug. 11th 1898
L. S. Saruman Register of Deeds
By J. C. Fisher Reg.