

This Indenture, Made this 23rd day of June in the year of our Lord one thousand eight hundred and ninety six between Isaac M. Smith and Annie B. Smith, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and F. M. Vaughan, of same place, of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eighty 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 part 2d 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: Lots Nos twenty-six (26) and twenty-seven (27) both in addition No two (2) in that part of the city of Lawrence formerly known as North Lawrence

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part

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 and that they will warrant and defend the same in the quiet and peaceable possession of second party, his heirs and assigns forever, against all persons lawfully claiming the same.

This grant is intended as a Mortgage to secure the payment of the sum of Eighty Dollars

according to the terms of One certain Mortgage Note — this day executed and delivered by the said parties of the first part to the said part 2d of the second part: due in two (2) years from date, with interest from date to maturity or default as evidenced by coupons attached to said note and interest after maturity or default until fully paid at the rate of ten percent per annum 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 2d 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, appraisal 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 part 2d making such sale on demand to the said parties of the first part, their heirs and assigns.

In Witness Whereof, The said part 1st of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Isaac M. Smith (SEAL.)

Annie B. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 23rd day of June, A. D. 1896, before me, L. A. Wight, a Notary Public in and for said County and State, came Isaac M. Smith and Annie B. Smith, husband and wife 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 November 20, 1899 L. A. Wight
Recorded June 23 A. D. 1896 at 4:15 o'clock P-M. Notary Public.

James Brooks
Register of Deeds.

The following 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 charged, as witness my hand this 7th day of November A. D. 1898

F. M. Vaughan

Recorded Nov. 7, 1898 at 2³⁰ o'clock P. M.

J. D. Saxman
Register of Deeds

By J. H. C. Fisher