

JOURNAL CO. LAW OFFICE, SAN.

This Indenture, Made this Eighteenth day of June in the year of our Lord one thousand eight hundred and ninety six between Benjamin F. Smith and Phoebe J. Smith (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and Martha B. Wallace of the second part,

Witnesseth, That the said part 1st of the first part in consideration of the sum of Eighteen 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 her 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: South West quarter (1/4) of South West quarter (1/4) of Section 17 in Township Thirteen (13) Range Twenty (20) containing forty (40) acres

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Benjamin F. 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 Insurance Policy on the house in favor of the Mortgagee

This grant is intended as a Mortgage to secure the payment of the sum of Eighteen hundred Dollars according to the terms of One certain Notation Coupon this day executed and delivered by the said Benjamin F. Smith and Phoebe J. Smith to the said party of the second part: her 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 her 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 Benjamin F. Smith heirs and assigns.

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

Signed and delivered in presence of

John M. Newlin

Benjamin F. Smith (SEAL.)  
Phoebe J. Smith (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, } SS.  
County of Douglas

Be it Remembered, That on this 23 day of June, A. D. 1896, before me, John M. Newlin, a Notary Public in and for said County and State, came Benjamin F. Smith and Phoebe J. Smith (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 April 28 1899Recorded June 24 A. D. 1896 at 7 o'clock A. M.

John M. Newlin

Notary Public.

James Brooks

Register of Deeds.

The following is indorsed on the original instrument:  
The state herein described having been paid in full this mortgage is hereby released and the same hereby created discharged.  
As Witness my hand this 8th day of July, A. D. 1899.

Martha B. Wallace  
by James H. Evans her Attorney in fact

Recorded July 13<sup>th</sup> 1899.  
J. H. Evans, Register of Deeds