

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Nineteenth day of August in the year of our Lord one thousand eight hundred and ninety five between Phoebe J. Smith and B. F. Smith her husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. B. A. Moore of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Five 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: Lot No. One (1) in Block No. Eight (8) Haskell place Addition to the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Phoebe J. Smith and B. F. 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 Five Hundred Dollars according to the terms of One certain Note this day executed and delivered by the said Phoebe J. Smith and B. F. Smith to the said party of the second part: Payable in one year after date with interest at 8%

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 party of the second part her 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 Phoebe J. Smith, her heirs and assigns.

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

Signed and delivered in presence of

Phoebe Josie Smith (SEAL.)B. F. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS,

County of Douglas } ss.

Be it Remembered, That on this 23 day of August, A. D. 1895, before me, L. S. Steele, a Notary Public in and for said County and State, came Phoebe Josie Smith and B. F. Smith, her husband 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 June 18, 1898 L. S. Steele

Notary Public.

Recorded March 31 A. D. 1897, at 4:30 o'clock P. M.

Register of Deeds.

FOR RELEASE SEE
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The following is indorsed on the Original Indenture:
This 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 seventh day of September A.D. 1897
Mrs. B. A. Moore

Witnessed before me this 7th day of September A.D. 1897
Recorded Dec 7, 1897
W. C. Neacock, Notary Public

By James Brooks Register of Deeds

(L. S.)