

This Indenture, Made this 25 day of September in the year of our Lord one thousand eight hundred and ninety seven between John N. Smith and Maria C. Smith, his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and E. B. Fuller of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Two 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: Beginning at the North East corner of the south half of the Northwest quarter of Section No Thirty six (36) in Township No Twelve (12) South of Range No Nineteen (19) East Thence South one and sixty seven one hundredths (1 $\frac{67}{100}$) chains Thence West two and seventy eight one hundredths (2 $\frac{78}{100}$) chains Thence North one and sixty seven one hundredths (1 $\frac{67}{100}$) chains Thence East two and seventy eight one hundredths (2 $\frac{78}{100}$) chains to the place of beginning in the North West quarter of Sec 36 T. 12 R. 19" with all the appurtenances, and all the estate, title and interest of the said parties 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.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said John N. and Maria C. Smith to the said party of the second part: Sayable Three (3) years from date at The Lawrence Nat Bank of Lawrence, Kansas, with interest at the rate of Eight (8) 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 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 John N. Smith, his 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

John N. Smith (SEAL.)
Maria C. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } SS.

Be it Remembered, That on this 25 day of September, A. D. 1897, before me, _____, a Notary Public in and for said County and State, came John N. Smith and Maria C. Smith, his wife to me personally known to be the same person s 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 Jan'y 17 1899 Alfred Whitman Notary Public.
Recorded Sept 27 A. D. 1897, at 4:30 o'clock P. M.

James Brooks
Register of Deeds.

The following is endorsed on the original instrument
The above herein described having been signed in full by Mary C. Smith
is hereby released and the lien hereby created discharged.
Witness my hand this 1st day of February A. D. 1901
E. B. Fuller
Notary Public
Recorded Feb 12 1901
J. J. Foxman Register of Deeds