

This Indenture, Made this 25th day of September in the year of our Lord one thousand eight hundred and ninety seven between William Smith and Marica J. Smith his wife of Edwa in the County of Douglas and State of Kansas of the first part, and Mary Stevens of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred and Sixty eight 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: all of the North West quarter of Section No. Twenty three (23) Township No. Twenty (20) South of Range No. Eighteen (18) East of the 1st P.M. excepting 30 acres lying with North West corner of said quarter section said 30 acres lying North West of a certain County road and being the same 30 acres which was conveyed by William Smith wife to William Filpitt by deed dated Jan. 1, 1897, recorded in office of Register of Deeds said County in Book 4, page 19; and further excepting from above described 30 acres the 13 acres of land more or less conveyed by said W. Smith wife to Mary J. Ind by deed dated Feb. 14, 1897, and recorded in said office in Book 4, page 15, said 13 acres as herein described as follows: Beginning at a point where the County road enters the West by South of County Commission road County July 3, 1897 intersecting the North line of said Section 23, thence East along said North line to East line of said quarter section, thence South along said East line to the South line of said quarter section, thence West along said South line to the bluff line, thence North westerly along said bluff line to said County road thence along said County road to beginning with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said William Smith and Marica 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.

This grant is intended as a Mortgage to secure the payment of the sum of One hundred and Sixty eight Dollars according to the terms of One certain Promissory Note this day executed and delivered by the said William Smith and Marica J. Smith to the said party of the second part: Due one year from date payable at Lawrence National Bank with interest at ten percent from date

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 part making such sale on demand to the said William Smith and Marica J. Smith, their 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

Edith E. Hayes

William Smith (SEAL.)

Marica J. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 25th day of September, A. D. 1897, before me, E. E. Hopkins, a Notary Public in and for said County and State, came William Smith and Marica J. Smith husband and 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 July 21, 1901 E. E. Hopkins Notary Public.

Recorded Sept 27 A. D. 1897, at 2 o'clock P.M.

James Brooks
Register of Deeds.