

This Indenture, Made this Fourth day of September in the year of our Lord one thousand eight hundred and ninety seven between Shoebe J. Smith and B. J. Smith (husband) of Lawrence in the County of Douglas and State of Kansas of the first part, and Mary J. Bailey 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 One (1) Block (8) Haskell Place an addition to the City of Lawrence in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Shoebe J. Smith and B. 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 Five hundred Dollars according to the terms of one certain note and four coupons this day executed and delivered by the said Shoebe J. Smith and B. 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 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 Shoebe J. Smith 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

Shoebe J. Smith (SEAL.)
B. J. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 11 day of September, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came Shoebe J. Smith and B. J. Smith 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 25, 1899 John M. Newlin Notary Public.
Recorded Oct 11 A. D. 1897, at 10¹² o'clock A-M.

James Brooks Register of Deeds.

For Release See Book 44-Pg 393.

SB