

This Indenture, Made this First day of November in the year of our Lord one thousand eight hundred and ninety seventeen between Abram Smith and Sarah E. Smith, his wife of Globe in the County of Douglas and State of Kansas of the first part, and Trustees of the Council No. 3 Fraternal Aid Association of Lawrence, Kansas 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 parties of the second part, 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: The West half (1/2) and South East quarter (1/4) of North East quarter (1/4) of Section thirty five (35) Township fourteen (14) Range Eighteen (18).

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 Five hundred Dollars according to the terms of one certain Promissory note this day executed and delivered by the said Abram and Sarah E. Smith to the said parties of the second part: Payable three years from date at the Lawrence National Bank of Lawrence, Kansas with interest at the rate of seven (7) percent per annum payable semi annually 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 parties of the second part heirs and assigns, or 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 heirs and assigns, 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 Abram Smith, his heirs and assigns.

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

Signed and delivered in presence of

Abram Smith (SEAL.)
Sarah E. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, } ss.
County of Douglas

Be it Remembered, That on this 16 day of November, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Abram Smith and Sarah E. Smith his 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 January 17, 1899 Alfred Whitman Notary Public.
Recorded Nov 17, A. D. 1897, at 11 o'clock A.M.

James Brooks Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged, as witnessed my hand this 21 day of December A.D. 1900 -
Alfred Whitman
C. H. Wood, Treasurer of Lawrence Lodge No. 6, A. F. & A. M. Lawrence, Kansas
Recorded December 21, 1900 -
By William B. Sorman Deputy

The following is endorsed on the original instrument:
Minor attested by these presents that the Trustees of the Council No. 3 Fraternal Aid Association of Lawrence, Kansas, in the State of Kansas, the within named mortgagees, in consideration of the sum of five hundred and ninety seven dollars and no cents, to them duly paid, have sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, 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: The West half (1/2) and South East quarter (1/4) of North East quarter (1/4) of Section thirty five (35) Township fourteen (14) Range Eighteen (18).
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 parties of the second part, 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: The West half (1/2) and South East quarter (1/4) of North East quarter (1/4) of Section thirty five (35) Township fourteen (14) Range Eighteen (18).
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 Promissory note this day executed and delivered by the said Abram and Sarah E. Smith to the said parties of the second part: Payable three years from date at the Lawrence National Bank of Lawrence, Kansas with interest at the rate of seven (7) percent per annum payable semi annually 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 parties of the second part heirs and assigns, or 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 heirs and assigns, 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 Abram Smith, his heirs and assigns.
In Witness Whereof, The said parties of the first part, have hereunto set their hands and seal the day and year first above written.
Signed and delivered in presence of
Abram Smith
Sarah E. Smith
STATE OF KANSAS, } ss.
County of Douglas
Be it Remembered, That on this 16 day of November, A. D. 1897, before me, Alfred Whitman, a Notary Public in and for said County and State, came Abram Smith and Sarah E. Smith his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.
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