

This Indenture, Made this Twenty day of May in the year of our Lord one thousand eight hundred and ninety eight between Sarah Darling and Stephen Darling husband of Lawrence in the County of Douglas and State of Kansas of the first part, and Mrs. Hiram C. Smith of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of

Fifty 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. Six (6) in North East Central Subdivision in North Lawrence near the City of Lawrence Douglas County Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Sarah Darling and Stephen Darling do hereby covenant and agree that at the delivery hereof the lawful owner 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 Fifty Dollars

according to the terms of One certain Note this day executed and delivered by the said Stephen Darling and Sarah Darling to the said party of the second part: Payable at The Merchants National Bank, as follows to wit, with interest thereon

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 the 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 Sarah Darling 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

S. A. Darling (SEAL.)  
Stephen Darling (SEAL.)  
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\_\_\_\_\_  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } ss.

Be it Remembered, That on this 21<sup>st</sup> day of May A. D. 1898, before me, John M. Keulin, a Notary Public in and for said County and State, came Sarah A. Darling and Stephen Darling to me personally known to be the same person 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 28<sup>th</sup> 1899  
Recorded May 28<sup>th</sup> A. D. 1898, at 9<sup>10</sup> o'clock A. M.

John M. Keulin  
Notary Public.  
W. B. Borman  
Register of Deeds.

(The following is endorsed on the original instrument)  
Received of E. P. Bruecher, the within named mortgagee, the sum of fifty and 100 Dollars in full satisfaction of the within mortgage  
Mrs. Hiram C. Smith

Recorded Oct 21 1910  
Hoyden Lawrence  
Register of Deeds.