

This Indenture, Made this 22nd day of July in the year of our Lord one thousand eight hundred and ninety eight between Benjamin F. Smith and Phoebe J. Smith his wife of Jawornce in the County of Douglas and State of Kansas of the first part, and Elizabeth F. Cady of the second part.

Witnesseth, That the said part ies of the first part in consideration of the sum of Four Hundred DOLLARS, to them duly paid, the receipt

of which is hereby acknowledged, ha ve 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: The South half (1/2) of North half (1/2) of Lot Six (6) in South West quarter (1/4) of Section Nineteen (19) in Township Four (4) South of Range Twenty (20) East of the 6th P.M. less right of way as reserved to the Union Pacific Railway Company through said land, also Lot Sixteen (16) in Block Three (3) Cransons Sub-division of Babcock's Enlarged Addition to the City of Jawornce, Douglas County, Kansas,

with all the appurtenances, and all the estate, title and interest of the said part ies 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 owner s 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 Four Hundred Dollars

according to the terms of One certain Real Estate mortgage note this day executed and delivered by the said Parties of the first part to the said party of the second part: Payable three years after date, to order of party of Second part with interest thereon according to the terms of said note and coupons thereto attached

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 part of the second part 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 Parties of the first part their heirs and assigns.

In Witness Whereof, The said part ies of the first part, ha ve hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

Jennie Matt

Benjamin F. Smith (SEAL.)

Phoebe J. Smith (SEAL.)

(SEAL.)

(SEAL.)

STATE OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 22nd day of July, A. D. 1898, before me, Jennie Matt, a Notary Public in and for said County and State, came Benjamin F. Smith and Phoebe J. 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 30th Mch. 1900 15th Jennie Matt Notary Public.

Recorded July 23rd A. D. 1898, at 9³⁰ o'clock A.M.

J. B. Brown
Register of Deeds.

The following is endorsed on the original instrument -
The rights herein described having been paid in full, this mortgage is hereby released, and the same hereby created, discharged and annulled my hand this 10th day of March A.D. 1900.
Elizabeth F. Cady

Recorded Mch-18-1900 -
J. B. Brown

Register of Deeds,
J. B. Brown

