

This Indenture, Made this Tenth day of September in the year of our Lord one thousand eight hundred and ninety eight between J. H. Smith and Genevieve D. Smith his wife of City of Lawrence in the County of Douglas and State of Kansas of the first part, and Stella Boardman 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: Lots Numbers One (1) Two (2) Three (3) Fourteen (14) Fifteen (15) and Sixteen (16) in Block Number Five (5) South Lawrence, a part of the City of Lawrence, in said County and State

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with all the appurtenances, and all the estate, title and interest of the said part us of the first part therein. And the said J. H. Smith and Genevieve D. 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 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, with interest in meantime according to Coupons thereto attached, and after maturity as expressed in said note

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, appraisal 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 part making such sale on demand to the said Parties of the first part their heirs and assigns.

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

Signed and delivered in presence of

Jimmie Matt

J. H. Smith (SEAL.)  
Genevieve D. Smith (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS, }  
County of Douglas } SS.

Be it Remembered, That on this 10<sup>th</sup> day of September A. D. 1898, before me, Hugh Blair, a Notary Public in and for said County and State, came J. H. Smith and Genevieve D. Smith his wife 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 28<sup>th</sup> Decr 1901 Hugh Blair  
Notary Public.

Recorded September 12<sup>th</sup> A. D. 1898, at 11 o'clock a. M.

W. Boardman  
Register of Deeds.

The following is enlarged on the original instrument  
It is not herein described having been paid in  
full, this mortgage is hereby released and the lien thereby  
created discharged. As witness my hand this 17<sup>th</sup> day of September A.D. 1909  
Stella Boardman

Recorded Sept 21 1909  
Hoyd L Lawrence  
Register of Deeds.