

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this 7<sup>th</sup> day of December in the year of our Lord one thousand eight hundred and ninety eight between Charles W. Smith & Jane E. Smith his wife of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and J. P. Usher of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Thirteen 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 his 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 number ninety six (96) and ninety eight (98) on Kentucky Street, Lawrence, Kansas.

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with all the appurtenances, and all the estate, title and interest of the said part 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 Thirteen 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 part y of the second part: payable five 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 part y of the second part his 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 y 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 y making such sale on demand to the said parties of the first part their heirs and assigns. privilege reserved to pay 5.00 or any multiple thereof on account of principal money at time of paying interest and when any payment is made interest to cease on that amount

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  
Hugh Blair

Charles W. Smith (SEAL.)  
Jane E. Smith (SEAL.)  
(SEAL.)  
(SEAL.)

STATE OF KANSAS,  
County of Douglas } ss.



Be it Remembered, That on this 7<sup>th</sup> day of December, A. D. 1898, before me, Hugh Blair, a Notary Public in and for said county and State, came Charles W. Smith and Jane 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 28<sup>th</sup> Dec 1901 Hugh Blair  
Recorded December 8<sup>th</sup> A. D. 1898, at 12<sup>30</sup> o'clock P-M.

G. B. Bowman  
Register of Deeds.

The following is endorsed on the original instrument -  
Lawrence, Kan. - 30 July - 1902 -  
Received of Charles W. Smith, the within named mortgagor the sum of Thirteen Hundred and 00/100 Dollars, in full of the mortgage at different times - in full satisfaction of the within mortgage -  
J. P. Usher

Recorded - Aug 16<sup>th</sup> - 1902 -  
G. B. Bowman,  
Register of Deeds,  
By Billie B. Bowman,  
Deputy.