

JOURNAL OF LAWRENCE, KAN.

This Indenture, Made this Eighth day of July in the year of our Lord one thousand eight hundred and ninety nine between Benjamin F. Smith and Phoebe J. Smith (wife) of Lawrence in the County of Douglas and State of Kansas of the first part, and C. H. Newby of the second part,

Witnesseth, That the said part of of the first part in consideration of the sum of Twenty 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 The south west quarter (1/4) of the south west quarter (1/4) of section five (5) township thirteen (13) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Benjamin F. Smith and Phoebe J. Smith do hereby covenant and agree that at the delivery hereof they are 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 Twenty Hundred dollars

according to the terms of one certain Note and Ten Cents this day executed and delivered by the said Benjamin F. Smith and Phoebe J. Smith to the said part of of the second part: his heirs or assigns

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 of 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 of 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 of making such sale on demand to the said Benjamin F. Smith heirs and assigns.

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

Signed and delivered in presence of

Benjamin F. Smith (SEAL.)
Phoebe J. Smith (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Douglas } SS.

Be it Remembered, That on this 8th day of July, A. D. 1899, before me, John M. Newlin, a Notary Public in and for said county and State, came Benjamin F. Smith and Phoebe J. Smith to me personally known to be the same person of 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 13th 1903
Recorded July 13th A. D. 1899, at 10⁵⁵ o'clock A. M.

John M. Newlin
Notary Public.
G. B. Saxman
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 loan thereby created, discharged.
As witness my hand this 20th day of Dec. A.D. 1904.
C. H. Newby.
By J. A. Bradley, his Attorney in fact.

Recorded Dec. 20. 1904.
A. W. Armstrong, Reg. of Deeds.
By Elsie E. Armstrong, Dep.



Ret. Stamp 581