

**This Indenture**, Made this 17<sup>th</sup> day of August in the year of our Lord one thousand eight hundred and ninety nine between Harriet E. Smock and S. J. Smock, her husband of Newkirk in the Territory of Oklahoma and State of Kansas of the first part, and T. J. Bellumhausen of the second part,

**Witnesseth**, That the said parties of the first part in consideration of the sum of One hundred and 40/100 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 east half 1/2 of block thirty (30) in that part of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties 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 of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances except a mortgage to secure the payment of \$50 to Mary M. Lewis recorded in Book 24 Page 327 Records of Douglas Co. Kansas

This grant is intended as a Mortgage to secure the payment of the sum of One hundred & dollars

according to the terms of One certain promissory note this day executed and delivered by the said Harriet E. and S. J. Smock to the said party of the second part: payable on or before one year from date at the Lawrence Nat. Bank of Lawrence, Kas with interest at the rate of seven per cent per annum from October 1<sup>st</sup> 1899.

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 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 party 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 Harriet E. Smock, her heirs and assigns.

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

Signed and delivered in presence of

Territory of Oklahoma  
STATE OF KANSAS  
County of Ray County } SS.

Harriet E. Smock (SEAL.)  
Samuel J. Smock (SEAL.)  
(SEAL.)  
(SEAL.)

**Be it Remembered**, That on this 17 day of August, A. D. 1899, before me, A. H. Smock a Notary Public in and for said county and State, came Harriet E. Smock and S. J. Smock, her husband 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 Nov. 27, 1901 A. H. Smock Notary Public.

Recorded August 23 A. D. 1899, at 10 o'clock A. M.

G. H. Mosman  
Register of Deeds.

(Witnessed Sept 5-1900) (See Book 37 Page 498)

