Ductaa This Indenture, Made this\_ Decond \_\_\_\_ day of \_\_\_\_ October \_\_\_\_ in the year of our \_\_\_\_\_ between Ferdurand F. Smith and Gual C. Lord one thousand eight hundred and ninety-view Smith, his wife, and fulia M. Smith (unwarried) of \_\_\_\_\_ And State of the first part, and Hillian J. Sinclair, of Lawones, Mausae, of of and and State of Othio of the second part, Witnesseth, That the said part is sof the first part in consideration of the sum of \_\_\_\_\_ Four Thousand augues \_\_\_\_ DOLLARS, to\_\_\_\_\_\_duly paid, the receipt of which is hereby acknowledged, hand sold and by these presents do\_\_\_\_grant, bargain, sell and mortgage to the said party. of the second part \_\_\_\_\_\_ 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 north weat practice alguarter of section the seven (2), 154 to the Dews; of Kansas, described as follows, to with the months weath practice allower faceties the section (1), 1544 (2000); Part of the next invest quarter of metion the addice (18) described as follower, to with commence in a track a pair of 30 rades south of the north cash or next the of fand on the Cash line, then considered to the section of the south of the section of the south of the south of the north cash or with the of fand on the Cash and on the Cash and the south of t With all the appurtenances, and all the estate, title and interest of the said particle of the first part therein. And the said - Parties of the first part do \_\_\_\_ hereby covenant and agree that at the delivery hereof . The gas 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 and that they nalle warrant and defend the same in the quiet and beareable possession of Sand second party; this heirs or assigns for or against all persons lawfully claim 3 This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand Dollars Fring This grant is intended as a Mortgage to secure the payment of the sum of Louis Manual and a secure of the above presence and this day executed and delivered by the according to the terms of \_\_\_\_\_\_\_ bud certain \_\_\_\_\_\_\_ Mortgage dolor \_\_\_\_\_\_\_ this day executed and delivered by the said \_\_\_\_\_\_\_\_ to the said part y \_\_\_\_\_\_ of the second part: Bud us five years from date, will interest from date to maturity as evolution by contain a start of the part of the second part: attacked therete, and interest after maturity or default at the rate of temper central and the contained by contain a summary interest of the second there, and the contained by contain the second there a start with fully paid we called the second described bende in such payment of any and this convey and this convey and the payment of any and the convey and the payment of any and the convergence of the payment of any and this convey and chall be void if such payments be wade as berein specified. But it default be made in such payment of any 10 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, Plew and the whole amount shall become due and payable, and it shall be lawful for the said part 4 of the second part \_ Like\_ 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 cost 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 parties of the first part, their heirs and assigns. In Witness Whereof. The said parties of the first part, ha dehereunto set their hand and seal the day and year first above written. signed and delivered in presence of Res. Staughs \$1,50. Ferdinand F. Smith 4 (SEAL.) a the " Julia M. Smith -(SEAL.) Coal C. Smith\_ (SEAL.) STATE OF KANSAS, SS. -(SEAL.) County of Louglas Be it Remembered, That on this 2 day of Cectory, A. D. 1 Joseph C. Rigger, a Notary Public in and for State, came Desclinand T. Dmith, and fulla Mr. Smith , A. D. 1897, before me, , a Notary Public in and for said county and 1.5.0 to me personally known to be the same person  $\mathcal S$  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. Joseph & Riggs My commission expires\_ Maks. 28 1901\_ o'clock\_ Recorded \_\_\_\_\_\_ A. D. 18 \_\_\_\_\_, at \_\_\_\_ State of this County of Holenes S.S. Depiteror week that out this & day of October a.D. 1897, before us, C. K. Fisher, a Wolvy Public in and for sail county and State, came End C. Smith, wife of Eventiment I Smith, to my personally known to by the same for our End C. Smith, wife pergoning instrument and duly as knowledged the execution of the same. De writees merel of Marcherenuto set my hand, and affirst my official end, on the day and year last above writer. C. J. Fisher Holang Publics , ¢ L. 8.7 "My commission expires april 1911. Recorded Oct. 6. a. D. 1819, at 3th Sclock, P.M. le Dorn Register parcele.

ceip

rt.y.

State

said

. and

y the

part:

r any

olute.

anner

ators

ether

such

r first

EAL.)

EAL.)

EAL,)

EAL.

e me

y and

onally

edged

e day

ablie.

wods.

.3

- 1 Prenetry

lien

t the

described having

Herein released

Quete

271