

This Indenture, Made this 22 day of November in the year of our Lord one thousand eight hundred and ninety nine ^{cent} and between B. F. Smith and Josie Smith his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and Henry Mass and Bernard Mass of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three 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 parties of the second part their 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 numbered one (1) and Two (2) in Block No. one (1) Haskell Place an addition to the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said B. F. Smith and Josie 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 Three hundred dollars according to the terms of One certain Note this day executed and delivered by the said B. F. Smith & Josie Smith to the said parties of the second part:

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 parties of the second part their 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 parties 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 parties making such sale on demand to the said B. F. Smith, his 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

State lawfully stamped

B. F. Smith (SEAL.)
Josie Smith (SEAL.)
 _____ (SEAL.)
 _____ (SEAL.)

STATE OF KANSAS, } SS.
 County of Douglas

Be it Remembered, That on this 23 day of November, A. D. 1899, before me, D. S. Stubb a Notary Public in and for said county and State, came B. F. Smith and Josie 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 June 20 1902 D. S. Stubb Notary Public.
 Recorded November 23 A. D. 1899, at 3¹⁰ o'clock P.M. Sumner Kansas

L. S. Doxman Register of Deeds.

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The following is enclosed on the original instrument. The Note herein described having been paid in full this Mortgage is hereby Released and the said Henry Create his charge. As witness my hand this 26th day of December A. D. 1904, Henry, Mass, Bernard, Mass.

Recorded Feb. 18th 1905.
 D. W. Armstrong
 Register of Deeds.

