

This Indenture, Made this Fifteenth day of February in the year of our Lord one thousand eight hundred and ninety eight hundred between J. H. Day and M. J. Day husband and wife of Lawrence in the County of Douglas and State of Kansas of the first part, and J. W. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Eight 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 following described land commencing at the south west corner of the south half (1) of the south west quarter (14) of section Twelve (12) Township Twelve (12) Range nineteen (19) Thence north fifty (50) rods east ninety six (96) rods south fifty (50) rods west ninety six (96) rods to beginning containing Thirty (30) acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said

J. H. Day and M. J. Day 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 Eight hundred Dollars

according to the terms of One certain Note and ten coupons this day executed and delivered by the said J. H. Day and M. J. Day to the said party 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 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 of the second part making such sale on demand to the said J. H. Day, 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 OF KANSAS, } SS.
County of Douglas

Be it Remembered, That on this 24th day of Feb., A. D. 1890, before me,

State, came J. H. Day and M. J. Day 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 April 13 1903
Recorded February 24 A. D. 1890, at 2²⁵ o'clock P. M.

Notary Public

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 title hereby created
is changed. Two witness my hand this 23. day of January
A. D. 1903. J. W. Smith

Recorded the 24 day of Feb. 1900.
W. O. Womack
Register of Deeds

