

This Indenture, Made this Tenth day of March in the year of our Lord one thousand eight hundred and ninety nine hundred between John Reynolds, a widower of _____ in the County of Douglas and State of Kansas of the first part, and Nellie J. Smith of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of One hundred and fifteen (\$15.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said part of the second part her 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 half (1/2) of the southeast one fourth (1/4) of the south west quarter (1/4) of section number thirty three (33) Township Thirteen (13) Range (20) Twenty east, Twentyfourth north or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein, And the said John Reynolds does hereby covenant and agree that at the delivery hereof he is 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 One hundred and fifteen dollars (\$15.00) with interest at 8% per annum according to the terms of one certain promissory note this day executed and delivered by the said John Reynolds to the said part of the second part: Nellie J. Smith, Her order,

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 the second part her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not at the option of the part of the second part her 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 the second part her making such sale on demand to the said John Reynolds, or order, or his heirs and assigns.

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

Signed and delivered in presence of

Fred O. Clarke

E. J. Smith

STATE OF KANSAS,

County of Douglas } SS.

John Reynolds (SEAL.)

mark (SEAL.)

(SEAL.)

(SEAL.)

Be it Remembered, That on this 10th day of March 1900, A. D. 189, before me,

F. J. Savage, a Notary Public in and for said county and

State, came John Reynolds

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. 23 1902.

Recorded March 10 A. D. 1900, at 3:45 o'clock P. M.

F. J. Savage
Notary Public.

W. A. Maxman
Register of Deeds.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
Sunday of July 1903

Nellie J. Smith
103 Leola Ave. Lawrence, Kan.

Attest W. A. Maxman
Register of Deeds.

