

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Third day of April in the year of our Lord one thousand eight hundred and ninety nineteen hundred between John H. Smith and General D. Smith his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and John H. Clark of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Three hundred and twenty five 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 lots number (1) one (2) two (3) three (4) fourteen (5) fifteen and (16) sixteen in block number two (2) South Lawrence, in Douglas County, Kansas.

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 save and except one certain mortgage for the sum of (\$1200) twelve hundred dollars

This grant is intended as a Mortgage to secure the payment of the sum of (325.00) Three hundred and twenty five dollars according to the terms of One certain Note this day executed and delivered by the said John H. Smith and the said General D. Smith his wife to the said party of the second part: Said note being due one year from date with interest at the rate of 8% from date until paid

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 for 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 parties of the first part, their 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,
County of Douglas } SS.

Be it Remembered, That on this Third day of April, A. D. 1899, before me, L. H. Menger, a Notary Public in and for said county and State, came John H. Smith & General D. Smith (his wife) 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 subscribed my name set my hand and affixed my official seal on the day and year last above written.

My commission expires Sept. 14, 1900 L. H. Menger Notary Public.
Recorded April 4 A. D. 1899, at 9:45 o'clock A.M.

L. H. Menger
Register of Deeds.

Recorded April 13, 1901
 By Deputy
 Register of Deeds
 J. B. Sullivan
 My index this 13 day of April A. D. 1901
 is hereby released, and the tax hereby created, discharged.
 The following is endorsed on the original instrument—
 The new term described having been paid in full, this mortgage
 is hereby released, and the tax hereby created, discharged.
 Attest: John H. Clark