

JOURNAL CO., LAWRENCE, KAN.

This Indenture, Made this Sixteenth day of February in the year of our Lord one thousand eight hundred and ninety One between Preston Porter and Addie Porter his wife of Lawrence in the County of Douglas and State of Kansas of the first part, and W. J. Smith of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of One hundred (\$100) 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 part of the second party 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 of lots number one hundred and one (101) and (103), one hundred and three King Street in Baldwin City

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Preston Porter and Addie Porter, his wife 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

This grant is intended as a Mortgage to secure the payment of the sum of One hundred dollars (\$100)

according to the terms of One certain promissory note this day executed and delivered by the said Preston Porter and Addie Porter, his wife, to the said part of the second part: W. J. Smith

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, appraisement 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 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 Preston Porter and Addie Porter, his wife 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

H. S. Clarke
Fred A. Clarke Atty.
STATE OF KANSAS, } SS.
County of Douglas

Preston Porter (SEAL.)
Addie Porter (SEAL.)

Be it Remembered, That on this 16 day of February, A. D. 1901, before me, F. J. Savage a Notary Public in and for said county and State, came Preston Porter and Addie Porter, 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 22 1902 F. J. Savage Notary Public.
Recorded Feb. 16 A. D. 1901, at 4 o'clock P. M.

W. J. Smith
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 lien thereby created, discharged. At Witness my hand this 25th day of February A.D. 1901.

H. S. Clarke Notary Public

Recorded Nov. 4th 1901 -
by G. B. Johnson,
Register of Deeds,
Baldwin City, Mo.