

JOURNAL OF LAW, MED. & NAT.

This Indenture, Made this 21st day of February in the year of our Lord one thousand eight hundred and ninety one between Hollingsworth S. Smith & Winnie R. Smith his wife of the city of Lawrence in the County of Douglas and State of Kansas of the first part, and Myron Boardman 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: Lots number One (1) Two (2) Three (3) Four (4) Five (5) Nineteen (19) and Twenty (20) in Addition number Four (4) to North Lawrence, a part of the City of Lawrence, 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.

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 Mortgage Note this day executed and delivered by the said parties of the first part to the said party of the second part: Payable five years after date to order of party of second part with interest thereon according to the terms of said note & coupons attached

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 first part their heirs and assigns. Privilege reserved to pay 25% of principal money at time any interest payment falls due

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

Jennie Hatt
Having first been read over & explained to said H. S. Smith who said he understood the same & made his mark here in my presence.

STATE OF KANSAS,
County of Douglas County } SS.

Hollingsworth S. Smith (SEAL.)
Winnie R. Smith (SEAL.)

Be it Remembered, That on this 21st day of Feb A. D. 1890, before me, Jennie Hatt a Notary Public in and for said county and State, came Hollingsworth S. Smith & Winnie R. 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 30 Mch. 1901
Recorded Feb 23rd A. D. 1901, at 5²⁵ o'clock P. M.

J. H. Boardman
Register of Deeds.

(For Assignment See Bk. 47-Pg. 175)

The following is enclosed on the original instrument
Recorded Mch 10 1901
The note herein described having been paid in full this mortgage is hereby released and the lien thereby created is discharged
At Lawrence, Mo. this 21 day of March A.D. 1901

Jennie Hatt
Myron A. Boardman
Register of Deeds