

MORTGAGE RECORD No. 38.

MORTGAGE Standard Form. SAM'L DODSWORTH BOOK CO., LEAVENSWORTH, KAN.

This Indenture, Made this 13<sup>th</sup> day of April in the year of our Lord, one thousand Nineteen hundred and One, between John H. Smith and Genervia D. Smith his wife of the City of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four 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 part of 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 One (1) two (2) three (3) fourteen (14) fifteen (15) and sixteen (16) in Block number two (2) South Lawrence, a part of the City of Lawrence in said County and State

with all the appurtenances, and all the estate, title and interest of the said part of 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 \$1200, in favor of Stella Boardman

This Grant is intended as a Mortgage to secure the payment of the sum of Four 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 part of of the second part Payable on 10<sup>th</sup> day of September next, with interest according to coupons attached to said note.

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 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; 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 of 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 parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Jennie Hatt John H. Smith (SEAL.) Genervia D. Smith (SEAL.) (SEAL.)

STATE OF KANSAS, Douglas COUNTY ss.

BE IT REMEMBERED, That on this 13<sup>th</sup> day of April A. D. 1901, before me John H. Smith & Genervia D. Smith his wife a Notary Public in and for said County and State, came John H. Smith & Genervia D. Smith his wife to me personally known to be the same persons 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. 1904 Jennie Hatt Notary Public

Filed for Record the 25 day of April A. D. 1901, at 5 o'clock P. M. H. H. Boardman Register of Deeds

In consideration of part payment of the within mortgage I hereby release the same this 9<sup>th</sup> day of September 1908 Hugh Blair  
Attest A. W. Armstrong, Register of Deeds.