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Recorded Dec. 25, 1908.
Abstracting by Mrs. W. B. East - Cashier.
The following is endorsed on original instrument,
#1437¹² Nov. 22-1908- Receiving by Harley E. Smith the within named mortgage
the sum of Four hundred fifty and no/100 Dollars, in full satisfaction
of the within mortgage.
W. B. East - Cashier

This Indenture, Made this 22 day of November, in the year
of our Lord one thousand nine hundred Five, between Harley
E. Smith, a single man, over 21 years of age in the County
of Douglas and State of Kansas, of the first part and
John E. Wagner, Cashier, State Bank of Leamington, Leamington
Kansas, of the second part,
Witnesseth, That the said party of the first part, in consideration
of the sum of Four Hundred and Fifty and no/100 Dollars, to him
cally paid, the receipt of which is hereby acknowledged,
has sold and by these presents does grant, bargain sell
and mortgage to the said party of the second part,
his Successors 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: Beginning
44 rods north of S.W. corner of S.E. 1/4 of Section thirty
four, township "11" south of range "18" east of 6th
P.M. thence east 34 1/2 rods to the west side of
Simmons Street. thence North 18 rods. thence West
34 1/2 rods to west line of S.E. 1/4, section "34" thence South
44 feet 11 inches; West into S.W. 1/4 section "34", 205 feet
and seven inches, thence West fifteen degrees South
205 feet and seven inches, thence South four
hundred and sixty eight feet thence East 205 feet
and seven inches, North 216 feet and four
inches. East Two hundred and eight feet and
seven inches to place of beginning, with the
appurtenances, and all the estate, title and
interest of the said party of the first part therein.
And the said Harley E. Smith 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, and
that he will warrant and defend the same
against all claims whatever. This grant is intended
as a Mortgage to secure the payment of the sum
of Four Hundred and Fifty and no/100 Dollars,
according to the terms of one certain promissory
note this day executed by the said Harley E. Smith
to the said party of the second part; said note
being given for the sum of Four Hundred and Fifty