

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOURNAL CO., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 21st day of February in the year of our Lord, Nineteen hundred and three, between Richard A. Smith & Madona A. Smith wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Geo. Meyer 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: The North West quarter (1/4) of the North East quarter (1/4) of Section Nine (9) Township Thirteen (13) Range Twenty (20)

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Richard A. Smith & Madona A. Smith do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and inalienable 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 Note and ten coupons of this day executed and delivered by the said Richard A. Smith & Madona A. Smith to the said party of the second part his heirs or assigns

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; 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 of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said Richard A. Smith his 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, Sealed and Delivered in Presence of

Richard Smith [SEAL]  
Madona A. Smith [SEAL]  
[SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 21st day of February A. D. 1923, before me

D. S. Hooley a Notary Public in and for said County and State, came Richard Smith and Madona A. 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 and affixed my official seal on the day and year last above written.

My Commission Expires March 28th 1924

D. S. Hooley Notary Public.

Filed for Record the 2nd day of March A. D. 1923, at 2<sup>25</sup> o'clock P. M.

W. W. Armstrong Register of Deeds.  
J. C. Roman Deputy.

The following is enclosed on the original instrument  
 The party herein described having been paid in full this mortgage  
 is hereby released and they have executed this release  
 as witnesses my hand this 12 day of July A. D. 1904.  
 J. J. A. Leonard  
 Register of Deeds.

Recorded June 26<sup>th</sup> 1906.  
 W. W. Armstrong