

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this Twenty Fourth day of February in the year of our Lord, Nineteen  
hundred and Three (1903), between Richard D. Smith and Madona A. Smith  
his wife of Governor in the County of  
Douglas and State of Kansas, of the first part, and  
Tabitha Peters of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Seven hundred and Fifty 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 for 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) in Township Thirteen (13) South and Range  
Twenty (20) east of the 6th principal Meridian Forty (40) zone according  
to government survey.

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 except a mortgage to secure \$800 due  
in 5 years from February 16th 1903  
This Grant is intended as a Mortgage to secure the payment of the sum of  
Seven hundred and fifty Dollars  
according to the terms of Three certain \$250.00 each this day executed  
and delivered by the said parties of the first part to the said party of the second part  
of whom to pay anyone note at any date with accrued interest.

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 for 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 party making such sale, on demand, to said Parties of the first part or  
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 D. Smith [SEAL]

Madona A. Smith [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 24th day of February A. D. 1903, before me

D. L. Hoadley a Notary Public in and for said County and State, came  
Richard D. Smith and Madona A. Smith his wife

to me personally known to be the same  
person(s) 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 24th 1906

D. L. Hoadley Notary Public.

Filed for Record the 16th day of March A. D. 1903, at 1:30 o'clock P. M.

A. W. Armstrong Register of Deeds.

By J. L. Bowman Deputy.

The following is endorsement on the original instrument:  
The party herein described, appearing herein in said this mortgage  
is hereby released and the lien hereby created is discharged  
to wit: Richard D. Smith and Madona A. Smith his wife  
Tabitha Peters.

Recorded June 26th 1906.  
W. M. Armstrong,  
Register of Deeds.