

MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. Journal Co. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 26 day of December in the year of our Lord, Nineteen
hundred and, between George E. Smith and Mary E. Smith, his wife
of Harvard in the County of

Chase and State of Kansas, of the first part, and

P. Marshall of Baldwin, Kansas of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of

Two thousand five hundred (\$2500.00) Dollars,

to him duly paid, the receipt of which is hereby acknowledged, he do sold, and by these presents do grant, bargain, sell and mortgage to the said part 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 half (1/2) of the North-east quarter (1/4) Section number three (3) in Township number fifteen (15) of Range No Twenty (20) Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said Geo. E. Smith do hereby covenant and agree that at the delivery hereof He is the 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

\$2500.00

according to the terms of his certain promissory note this day executed and delivered by the said George E. Smith to the said part of the second part his note for \$2500.00 bearing 6% interest from date payable semi-annually, said note being due in three years from date with privilege to pay any or all of the principal at any interest payment.

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 the second part 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 George E. Smith his heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part has his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

George E. Smith [SEAL.]

Mary E. Smith [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas }

BE IT REMEMBERED, That on this 26 day of December A. D. 1902, before me

Charles E. Moss a Notary Public in and for said County and State, came

George E. Smith

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 Nov. 9th 1904

Charles E. Moss Notary Public.

Note of Kansas County of Chase St. Recd. Remembred, that on this 26th day of December A.D. 1902 before me (Charles E. Moss) a Notary Public in and for said County and State, came (George E. Smith) to me personally known to be the same person who executed the foregoing Mortgage and duly acknowledged the execution of the same. I saw (George E. Smith) a true female of said County and State, and affixed my official seal on the day and year last above written.

My Commission Expires May 26-1904
Recorded Jan. 27 A.D. 1903 at 9th o'clock A.M.
By J. L. Armstrong Deputy

L. M. Armstrong
Notary Public
Requested of Deeds

*The following is recorded for the original instrument
the Note, Remembred, having been presented to this Notary
at his residence and in his presence, George E. Smith
and Mary E. Smith, his wife, on the 27th day of Dec. 1902.
Attest the Notary.*

*Recorded Dec 28th 1902.
W. L. Armstrong,
Registered of Deeds.*