

## MORTGAGE RECORD No. 42.

MORTGAGE Standard Form. JOHNSON &amp; CO. PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Seventh day of December in the year of our Lord, 1900  
hundred and four, between R. W. R. Smith and Mary E. Smith his wife  
 of the Township of in the County of

Douglas and State of Kansas, of the first part, and  
Estrode E. Conkle of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Five 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 the second part him 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 South West quarter (35) of the North East quarter (3) of Section Eight (8) in  
 Township Thirteen (13) of Range Twenty (20) in 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  
Parties of the first part 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 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  
Five Hundred Dollars

according to the terms of One certain Note this day executed  
 and delivered by the said Parties of the first part to the said part of the second part

Payable three years after date with interest thereon according to the terms of said  
 note and coupons thereto attached.

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 him 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 Parties of the first part, their  
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

R. W. R. Smith [SEAL]

Mary E. Smith [SEAL]

[SEAL]

## STATE OF KANSAS,

Douglas County

BE IT REMEMBERED, That on this 7th day of Dec. A. D. 1900, before me

Joseph Blair Notary Public in and for said County and State, came

R. W. R. Smith and Mary E. 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 25 Dec. 1900

Joseph Blair Notary Public.

Filed for Record the 5th day of Dec. A. D. 1900, at 10 o'clock A. M.

A. W. Armstrong Register of Deeds.  
By E. E. Armstrong Deputy.

The following is endorsed on the original instrument:  
 The Note hereinbefore paying has been paid in full to the mortgagee  
 by Joseph Blair and the said Mary E. Smith his wife  
 as witnesses they have this 7th day of Dec. 1900.  
 Estrode E. Conkle.

Recorded Dec 15 1900.  
 A. W. Armstrong,  
 Register of Deeds.