

## MORTGAGE RECORD No. 42.

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

This Indenture, Made this 21<sup>st</sup> day of February in the year of our Lord, 1915  
hundred and Fifteen, between William C. Smith and Mary F. Smith  
his wife, of the City of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and  
Frank Whitgel of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Two 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:

Commencing Eight and two chains West of the North East corner of the  
South East quarter (4) of the North West quarter (4), Section Thirty-six (36),  
Township Twelve (12), Range Thirteen (13) thence West Sixty two feet thence  
South Forty-six and two feet; thence East Four feet; thence South  
Seventy feet; thence East Fifty-eight feet; thence North One hundred and  
sixteen and two feet to place of beginning.

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 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  
Two 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 party of the second part  
Payable three years after date with interest thereon at 6% from date  
semi-annually.

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 party of the first part, making such sale, on demand, to said Parties of the first part, their  
 heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Jennie Watt

William C. Smith [SEAL]

Mary F. Smith [SEAL]

[SEAL]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of Feb. A. D. 1915, before me

Jennie Watt a Notary Public in and for said County and State, came  
William C. Smith and Mary F. Smith  
his wife. to me personally known to be the same  
 persons 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

30<sup>th</sup> Nov 1915

Jennie Watt Notary Public.

Filed for Record the

22<sup>nd</sup> day of

Feb.

A. D. 1915, at 5<sup>40</sup> o'clock P. M.

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

for Release see Book 75. P. 179.