

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

This Indenture, Made this twentieth day of December in the year of our Lord, one thousand and five, between Armed Smith a widow of Clinton Township in the County of

Douglas and State of Kansas, of the first part, and John C. Kelley of Lawrence Kansas of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of One Hundred and fifty Dollars, to him duly paid, the receipt of which is hereby acknowledged, has 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: All of that portion of the South

half of the North West quarter of Section Number Thirteen
(19) in Township Number Thirteen (13) of Range Number
Thirteen (17) East of the 6th Principal Meridian
lying West of the River of the Channel of Rock Creek it
being Sixty three (63) acres More or less.

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

One hundred & fifty dollars according to the terms of One certain Note this day executed and delivered by the said Armed Smith to the said part of the second part

payable one year after date at the Merchants National Bank
together with ten percent interest per annum from date until paid

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, 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 Armed Smith his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

Armed Smith [SEAL.]

[SEAL.]

[SEAL.]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23 day of December A. D. 1915, before me

James B. Brooks a Notary Public in and for said County and State, came

Armed Smith a widow

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. 8 1917

James B. Brooks
Notary Public.

Filed for Record the Jan day of 27 A. D. 1916 at 30 o'clock P. M.

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

Recorded Jan 21 1916
Filed for Record
James B. Brooks
Notary Public