

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

This Indenture, Made this 9th day of February in the year of our Lord, 1906
between John W. Smith and Ella K. Smith
Husband and wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Peoples State Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
One Thousand 00 00 Dollars,
to have 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 2d of the second part its 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:

Part of the South East quarter of the South West quarter of Section
36 (a) Twp. Thirteen (B) of Range Twenty East of 6th P. M. 11th
Beginning at a point where the West line of Mass. Street
intersects the South line of Merchant street in south Lawrence,
thence South along the West line of Mass. Street extended south
one hundred fifty feet thence West two hundred fifty feet to East line
of Vermont street extended south from said city, thence South 150 ft. thence
North 150 ft. thence East 250 ft. to place of beginning

with all the appurtenances, and all the estate, title and interest of the said part 1st 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
One Thousand dollars
according to the terms of one certain promissory note this day executed
and delivered by the said parties of the first part to the said part 2d of the second part
due in one year with 6% 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 part 2d of the second part, its 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 2d making such sale, on demand, to said parties of the first part or
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

John W. Smith [SEAL.]
Ella K. Smith [SEAL.]
[SEAL.]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 9th day of Feb. A. D. 1906, before me

the undersigned a Notary Public in, and for said County and State, came

John W. Smith and Ella K. 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 Jan. 26, 1910.

E. J. Hilkey Notary Public.

Filed for Record the 9th day of Feb. A. D. 1906, at 7 o'clock P. M.

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

The following is Endorsement on the original instrument.
 The party herein described having signed hereon in full this mortgage
 is hereby released from all liability created by its execution.
 At Lawrence, Mo. 24th day of March A.D. 1906.
W. W. Brown [SEAL.]
 Register of Deeds.

Recorded Mar 24th 1906
 U. W. Armstrong,
 Register of Deeds.