

## MORTGAGE RECORD No. 43.

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

This Indenture, Made this second day of March in the year of our Lord, 1909  
hundred and six, between George E. Smith and May C. Smith his wife  
 of Wendland in the County of

Douglas and State of Kansas, of the first part, and  
Frank B. Varnum of the same place of the second part:

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

All of the North East quarter of Section No Ten (10) in Township  
North Fourteen (14) South of Range No. Twenty (20) East. Containing one  
hundred and sixty Acres of land more or less according to the  
Government survey.

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 owner of the premises, above granted, and seized of a good and inalienable  
 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  
Four thousand five hundred Dollars.  
 according to the terms of one certain Note this day executed  
 and delivered by the said George E. Smith and May C. Smith to the said party of the second part

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

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

Signed, Sealed and Delivered in Presence of

George E. Smith [SEAL]  
May C. Smith [SEAL]  
 [SEAL]

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of March A. D. 1909, before me

Joseph B. Riggs a Notary Public in and for said County and State, came  
George E. Smith and May C. 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 March 27<sup>th</sup> 1909.

Joseph B. Riggs Notary Public.

Filed for Record the 14<sup>th</sup> day of March A. D. 1909, at 3<sup>00</sup> o'clock P.M.

A. W. Armstrong Register of Deeds.  
 Deputy.

(For Release See Pgs. 44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92-93-94-95-96-97-98-99-100)

The following is enclosed and one the original instrument  
 Records of April 23rd April 1909 instrument number 1745-10 to B. B. Corne  
 Lloyd & Reference to 1745-10 to B. B. Corne  
 1745-10 to B. B. Corne