

## MORTGAGE RECORD No. 43.

OPTIONAL Standard Form. JOURNAL CO. PRINTED UNDER THE BANK BOOK MAKERS LAW, KANSAS.

This Indenture, Made this thirtieth day of October in the year of our Lord, one thousand  
hundred and five, between James J. Smith and Allie  
Smith his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Rebecca A. McGeary the same place of the second part:  
 Witnesseth, That the said part of the first part, in consideration of the sum of  
Five hundred and no Dollars,  
 to him 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 her 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:

Lot numbered one (1) and two (2) Stule's Subdivision  
of Block number eight (8) Earl's addition to the City  
of Lawrence all in the City of Lawrence County and  
State aforesaid

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said  
James J. Smith 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  
Five hundred and no Dollars  
 according to the terms of one certain promissory note this day executed  
 and delivered by the said James J. Smith & Allie Smith his wife to the said party of the second part  
and payable three years from date with interest at six (6) per cent  
per annum payable 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, her 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 James J. Smith - his  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 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

James J. Smith [SEAL]  
Allie Smith [SEAL]  
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30<sup>th</sup> day of October A. D. 1905, before me

Hugh J. Means a Notary Public in and for said County and State, came  
James J. Smith and Allie Smith his wife  
Q.B. 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 Oct. 30 - 1905

Hugh J. Means  
 Notary Public.

Filed for Record the Aug day of 11<sup>th</sup> A. D. 1905 at 2<sup>45</sup> o'clock A.M.

W. H. Armstrong Register of Deeds.  
By E. J. Armstrong Deputy.

(For Release See Book 44 Page 462)

The following is a copy of the original mortgage  
 The note herein described having been paid in full this mortgage  
 is hereby released and this is hereby acknowledged  
 20th Sept 1905

Recorded Sept 2 1909