

## MORTGAGE RECORD No. 43.

MORTGAGE Standard Form, JOHNSON, CO., PRINTERS, BINDERS AND BLANK BOOK MAKERS, LAWRENCE, KAN.

This Indenture, Made this Third day of December in the year of our Lord, nineteen, hundred and Six, between Isaac M. Smith and Anne B. Smith, his wife of the Township of Grant in the County of Douglas and State of Kansas, of the first part, and A. C. Finney of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Two hundred and fifty 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:

The South half (1/2) of the North half (1/2) of Lot number Six (6) in the South-west quarter (1/4) of Section Number (17) in Township Twelve (12) of Range Twenty (20) Douglas County, Kansas, containing Six (6) acres more or less.

with all the appurtenances, and all the estate, title and interest of the said party 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 and fifty 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 two years after date with interest according to coupons attached.

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 parties 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

Hugh B. Blair

Isaac M. Smith [SEAL]  
Annie B. Smith [SEAL]  
[SEAL]

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 3rd day of Dec A. D. 1906, before me

Hugh B. Blair a Notary Public in and for said County and State, came Isaac M. Smith and Anne B. 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 28 Dec 1907

Hugh B. Blair  
Notary Public.

Filed for Record the 7 day of Dec. A. D. 1906 at 2 o'clock P. M.

A. W. Armstrong Register of Deeds.  
By Elsie C. Armstrong, Deputy.

The fee herein specified has been paid in full, this instrument is hereby released and the fee hereby created discharged. As witness my hand this 7th day of December, A. D. 1911.

Recorded Dec 12 1911  
Floyd & Lawrence  
Register of Deeds

(For Release See Book 18 Page 398)