

MORTGAGE RECORD No. 43.

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

This Indenture, Made this 7th day of December in the year of our Lord, 1906
Three hundred and thirty, between Armistead Smith (widower)
of Lawrence in the County of

Douglas and State of Kansas, of the first part; and
Nellie J. Smith. of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Three hundred and thirty (\$330.) Dollars,
to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain, sell and mortgage
to the said part 2nd 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:

The South half of the North west quarter of Section
No. nineteen, Township No. Thirteen South of Range
No. nineteen East of the 6 P.M., less the east ten acres
of the North half of the South half of said North
west quarter; also except that portion of first described
tract lying east of the center of the channel of Rock Creek
with all the appurtenances, and all the estate, title and interest of the said part 1st 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

Three hundred & thirty dollars
according to the terms of one certain promissory note
and delivered by the said party of the first part to the said part 2nd of the second part
Nellie J. Smith

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 2nd 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 2nd making such sale, on demand, to said party of the first part, his
heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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
Fred A. Clarke Armistead Smith [SEAL.]
[SEAL.] [SEAL.]
[SEAL.] [SEAL.]

STATE OF KANSAS,
County of Douglas ss.
BE IT REMEMBERED, That on this 7th day of December A. D. 1906, before me

Geo. W. Rukus a Notary Public in and for said County and State, came
Armistead Smith, widower.

(Signature) 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 January 25-1910 Geo. W. Rukus
Notary Public.

Filed for Record the 15 day of Dec. A. D. 1906, at 11⁰⁰ o'clock A.M.

Asst. Commissioner Register of Deeds.
By Eli C. Armstrong Deputy.

In consideration of full pay-
ment of the within mortgage
I hereby release the same this
26th day of January, 1907, by
Nellie J. Smith

Recorded Jan 16 1907
Howard L. Lawrence
Reg. of Deeds