

MORTGAGE RECORD No. 43.

MORTGAGE Standard Form. JOHNSON, CO. PRINTERS, BINDERS and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Fifth day of March in the year of our Lord, 1907
hundred and Seven, between Thomas E. Smith and Carrie Smith
his wife of the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
B. P. Reynolds of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two Thousand Dollars,
 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 2nd of the second part here 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:

Beginning at a point One and sixty seven hundredths
(1.67) chains South of the North East corner of the South East
1/4 of the North West quarter 1/4 of Section Thirty six (36)
in Township Twelve (12) South of Range Nineteen (19) East;
thence South Five (5) chains thence West Two and fifty
seven hundredths (2.57) chains; thence North Five (5) chains; thence East Two
and fifty seven hundredths (2.57) chains to the place of beginning, containing One 1/10
more or less exclusive of a corner on the North side;
 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 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
Two Thousand 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 part 2nd of the second part
payable five years after date with interest at 5% semi-annually from the
1st day of April 1907.

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 here 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 Parties of the first part their
 heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands and seals the day and year first above
 written.

Signed, Sealed and Delivered in Presence of
Jennie Watt.

Thomas E. Smith [SEAL]
Carrie Smith [SEAL]
 [SEAL]

STATE OF KANSAS,

County of Douglas } ss.BE IT REMEMBERED, That on this 5 day of March A. D. 1907, before me

Jennie Watt a Notary Public in and for said County and State, came
Thomas E. Smith and Carrie 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 20 March 1908

Jennie Watt.
 Notary Public.

Filed for Record the 7 day of March A. D. 1907, at 2 o'clock P.M.

W. B. Armstrong Register of Deeds.
By Clifford Armstrong Deputy.

In consideration of full pay-
 ment of the within mortgage
 I hereby release the same
 and 5 days of March 1907
B. P. Reynolds

Attest
Clifford Armstrong
Register of Deeds

The following is endorsed on the original instrument
2000
2000