

MORTGAGE RECORD No. 43.

OBTAIN Standard Form. JAMES CO. Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 19th day of August, in the year of our Lord, quieten
hundred and seven, between Jessie V. Smith a widow
 of Douglas in the County of

Douglas and State of Kansas, of the first part, and
James Skaggs of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Eight Hundred Dollars,
 to her duly paid, the receipt of which is hereby acknowledged, ha^{ve} sold, and by these presents do^{es} grant, bargain, sell and mortgage
 to the said part y 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:

Commencing at the South East Corner of South West Quarter
of Section No. thirty four (34), Township No. fourteen (14),
South of Range No. twenty (20) East of the 6th Principal
Meridian; Thence North thirty nine (39) Rods; Thence
West Forty One (41) Rods. Thence and one half (3 1/2) feet;
Thence South, thirty nine (39) Rods; Thence East, forty
one (41) Rods Thence and one half (3 1/2) feet to the place of beginning
containing ten (10) acres more or less, and embracing Block
Twenty five (25) and ninety six (96) and South part of Block
Eighty one (81) and Eighty-two (82) Vacated Palmyra, County
and State aforesaid. (See note to right of margin)

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said
Jessie V. Smith do^{es} hereby covenant and agree that
 at the delivery hereof she 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
Eight hundred (800) Dollars
 according to the terms of One certain Note this day executed
 and delivered by the said Jessie V. Smith to the said part y 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 part y 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 part y making such sale, on demand, to said Jessie V. Smith her
 heirs and assigns.

IN WITNESS WHEREOF, The said part y of the first part ha^{ve} hereunto set her hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in Presence of

Jessie V. Smith (SEAL.)
 (SEAL.)
 (SEAL.)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of August, A. D. 1907, before me

A. A. McClure, a Notary Public in and for said County and State, came

(Signature)

Jessie V. Smith 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 July 15th 1911

A. A. McClure
 Notary Public.

Filed for Record the 20 day of Aug, A. D. 1907, at 8⁵⁰ o'clock A. M.

A. A. McClure Register of Deeds.
By Chas. C. Armstrong Deputy.

This note herein described having been paid in full, this mortgage is hereby released and the same hereby created discharged. As witness my hand this 19th day of August, A. D. 1907.

James Skaggs
W. L. Fickens

Recorded Aug 20 1912
W. L. Fickens
Register of Deeds

The note herein described is released on the original instrument
 being paid in full this mortgage is hereby
 released and the same hereby created discharged as witness my hand this
19th day of August, A. D. 1907
James Skaggs
W. L. Fickens

Recorded Feb 16 1909
W. L. Fickens
Register of Deeds