

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this Second day of March, in the year of our Lord one thousand and Eight, between George S. Smith and Mathilde L. Smith (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Treasurer Board of Directors Friends University Wichita of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty five hundred 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, its 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 No. One of Creed Heights a Sub-division of the South 250 feet of Block (3) Creed Addition to the City of Lawrence Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George S. Smith & Mathilde L. Smith 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 Twenty five hundred Dollars according to the terms of one certain note & ten copies this day executed and delivered by the said George S. Smith and Mathilde L. Smith to the said party of the second part its heirs or assigns.

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, its 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 George S. Smith 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 Geo. S. Smith [SEAL] Mathilde L. Smith [SEAL]

STATE OF KANSAS, } ss. Douglas County }  
BE IT REMEMBERED, That on this 2 day of March A. D. 1908, before me,

John M. Hawlin a Notary Public in and for said County and State, came George S. Smith and Mathilde L. 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 April 11 1911 John M. Hawlin Notary Public.

Filed for Record the 9 day of April A. D. 1908, at 9<sup>30</sup> o'clock a M.  
W. Armstrong Register of Deeds.  
By Eric Armstrong Deputy.

This note herein described having been paid in full on the 20th day of May 1908, the same is hereby released and the lien hereby created discharged. As witness my hand this 20th day of May 1908. A. D. M. J. [Signature]

Recorded 1908  
A. Lloyd Lawrence Register of Deeds.  
Wm. C. Connelley Deputy.