

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 part 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 Cread Heights a Sub Division of the South 250 feet of Block (3) Cread 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 & promissory note this day executed and delivered by the said George S. Smith and Mathilde L. Smith to the said part 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 parties 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]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

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

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 o'clock a. M.

W. Armstrong Register of Deeds.
By Eric C. Armstrong Deputy.

This title herein described having been filed for record in the office of the Register of Deeds, Lawrence, Kan., on the 9th day of April, 1908, at 9 o'clock a.m., and the same being duly recorded, as witness my hand this 9th day of April, 1908.

Recorded 1908

A. Lloyd J. Lawrence
Register of Deeds.

Wm. C. Connelley
Deputy.