

MORTGAGE RECORD No. 45.

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

(The following is endorsed on the original instrument)
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand and seal of office this 27th day of May, A. D. 1908.

Recorded May 26 1908

By Lloyd L. Lawrence
 Register of Deeds
 Geo. C. Wright, Jr.
 Deputy

This Indenture, Made this Seventh day of May in the year of our Lord one thousand
hundred and eight, between George W. Smith and Carrie
W. Smith, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
W. D. Everett of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
Four thousand, four 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 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:

Lot number thirteen (13) Massachusetts Street City
of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
George W. Smith and Carrie W. 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
\$4400
 according to the terms of one certain note this day executed
 and delivered by the said George W. Smith and Carrie W. 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 George W. Smith and Carrie W. Smith
 heirs and assigns.

IN WITNESS WHEREOF, The said part y 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

George W. Smith [SEAL]

Carrie W. Smith [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 7th day of May A. D. 1908, before me,

Eva H. Neville a Notary Public in and for said County and State, came
George W. Smith and Carrie W. 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 herunto subscribed my name and affixed my official seal on the day and
 year last above written.

My Commission Expires October 14 1911 Eva H. Neville
 Notary Public.

Filed for Record the 27 day of May A. D. 1908, at 5:30 o'clock P. M.

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

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand and seal of office this 27th day of May, A. D. 1908.