

MORTGAGE RECORD No. 45.

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

This Indenture, Made this 29th day of August in the year of our Lord thirteen
hundred and eight between Era Mose Smith and
Eugene Smith, her husband of the City of in the County of
Douglas and State of Kansas, of the first part, and
E. J. Todd of the second part:

Witnesseth, That the said part^{us} of the first part, in consideration of the sum of Seven 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 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: 6

and State of Kansas, described as follows, to-wit:

Lot Numbers Seven (7) Nine (9) Eleven (11) and Thirteen (13) in Osford's Second Addition to the City of Lawrence in Douglas County, Kansas.

with all the appurtenances, and all the estate, title and interest of the said part us 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 Seven Hundred 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 7 of the second part
Payable one year after date with interest thereon
according to terms of said note and coupons thereto attached

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, 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 party making such sale, on demand, to said Parties of the second part, their heirs and assigns.

IN WITNESS WHEREOF, The said part ~~of~~ of the first part has hereunto set *their* hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

Ora Mose Smith. [SEAL]
Eugene Smith. [SEAL]
[SEAL]

STATE OF KANSAS,

County of Douglas } SS

BE IT REMEMBERED, That on this 22nd day of Aug., A. D. 1905, before me,

Chas. F. Booth, a Notary Public in and for said County and State, came
 Ora Mose Smith and Eugene Smith
 her husband 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 June 4th 1910. Chas. F. D. Roach
Notary Public.

Filed for Record the 1st day of Sept. A. D. 1908, at 9²⁵ o'clock A. M.

By Bill Armstrong, Register of Deeds.
Ey. Eric C. Armstrong Deputy.

The following is evidence in the original instrument
The date bearing is hereon described having been paid in full this
marriage to her, deceased, having been paid in full this
messengers, witnesses, and the same thereby sealed
that James B. Fugate my hand this 16th day of April 1909
Robert B. Fugate
L. W. Fugate

(For Partials Rec. See Bk. 47-60 122)

For Portland, Maine Feb 27 1892

ed April 20 1861
to Cong & Lawrence
Legs to the Decade