

MORTGAGE RECORD No. 45.

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

... in the County of ... second part: ... on of the sum of ... DOLLARS, ... sell and mortgage ... county of Douglas, ... with the west ... of the ... of Tennessee ... City ... nt and agree that ... and indefensible ... ent of the sum of ... the second part ... any part thereof, ... the whole amount ... rs and assigns, at ... e moneys arising ... ch sales, and the ... of ... d year first above ... [SEAL] ... [SEAL] ... [SEAL] ... Notary Public. ... M. ... Register of Deeds. ... Deputy.

The following is entered on the original instrument. The note hereto described having been paid in full this mortgage is hereby released and the same thereby vacated. Witness my hand this 16th day of April 1910. J. W. Todd

This Indenture, Made this 29<sup>th</sup> day of August in the year of our Lord thirteen hundred and eight between Paul Mose Smith and Eugene Smith, her husband of the City of Lawrence in the County of Douglas and State of Kansas of the first part, and A. W. Todd of the second part:

Witnesseth, That the said parties 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 party 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 Numbers Seven (7) Nine (9) Eleven (11) and Thirteen (13) in Rosford'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 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 party 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 his heirs and assigns.

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

Signed, Sealed and Delivered in presence of Paul Mose Smith [SEAL] Eugene Smith [SEAL]

STATE OF KANSAS, County of Douglas } ss. BE IT REMEMBERED, That on this 29<sup>th</sup> day of Aug. A. D. 1905, before me, Chas. F. Book a Notary Public in and for said County and State, came Paul 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 4<sup>th</sup> 1910. Chas. F. Book Notary Public.

Filed for Record the 1 day of Sept. A. D. 1905, at 2 o'clock A. M. Ally Armstrong Register of Deeds. By Eric C. Armstrong Deputy.