

MORTGAGE RECORD No. 45.

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This Indenture, Made this 15th day of January in the year of our Lord Thirteen hundred and nine, between Richard Smith and Madara A Smith his wife, of the Township of Haborusa in the County of Douglas and State of Kansas, of the first part, and E. A. Odell of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of 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 2d of the second part her 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:

The North-west quarter (1/4) of the North-east quarter (1/4) of Section Nine (9) in Township Thirteen (13) of Range Twenty (20) and also, Beginning 4 rods North of the South-west corner of the South-east quarter (1/4) of Section Fifteen (15) in Township Thirteen (13) of Range Twenty (20) thence North 32 rods; thence East 84 rods; thence South 40 rods; thence West 4 rods; thence North 3 rods; thence West 30 rods to place of beginning. Also all that portion of the South-east quarter (1/4) of the South-east quarter (1/4) of Section 15 in Township 13 of Range 20 lying North of the Haborusa River

with all the appurtenances, and all the estate, title and interest of the said part 1st 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 Four 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 2d of the second part Payable three years after date with interest thereon according to the 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 part 2d 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 2d making such sale, on demand, to said Parties of first part - their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st 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

Jennie Hatto

Richard Smith [SEAL]
Madara A. Smith [SEAL]

[SEAL]

STATE OF KANSAS.

Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of Jan A. D. 1909, before me,

Jennie Hatto a Notary Public in and for said County and State, came Richard Smith and Madara A Smith his wife 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 30 March 1909

Jennie Hatto Notary Public.

Filed for Record the 16th day of Jan A. D. 1909, at 9:20 o'clock A. M.

Floyd L Lawrence Register of Deeds.
Deputy.

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien hereby created discharged. As witness my hand this 24th day of May A. D. 1911

attest Mary E. Manley
Garnley G. Odell

Recorded May 27 1911
Floyd L Lawrence
Register of Deeds