

MORTGAGE RECORD No. 45.

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

This Indenture, Made this thirtieth day of May in the year of our Lord nineteen
hundred and nine, between Charles G. Smock, single, of
the City of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Helena Lahrman of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
One Thousand DOLLARS,
to him duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do th grant, bargain, sell and mortgage
to the said party 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:

Lot number Twenty-one (21) on Rhode Island street
in the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
Party of the first part do th hereby covenant and agree that
at the delivery hereof he is 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
One Thousand Dollars
according to the terms of One certain Note this day executed

and delivered by the said Party of the first part to the said party of the second part
Payable four years after date with interest thereon at 5%
per annum after date annually until due and 10% after
maturity or default until paid

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 Party of the first part, his
heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Frank Meirhoffer

Charles G. Smock (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 14th day of May A. D. 1909, before me,

H. E. Benson

Charles G. Smock, single,

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 Jan 29 1911

H. E. Benson
Notary Public.

Filed for Record the 24th day of June A. D. 1909, at 2nd o'clock P. M.

Floyd L. Lawrence Register of Deeds.
Deputy.

This instrument is subject to the provisions of the Act of March 2, 1909, Chapter 101, Section 1, which provides that any instrument in which the mortgage is not properly recorded and the lien thereby created discharged. As witnessed by this day of May, A. D. 1909.

Recorded July 14 1909
Floyd L. Lawrence
Register of Deeds.