

# MORTGAGE RECORD No. 45.

425

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

This Indenture, Made this Twenty first day of December in the year of our Lord 1909  
hundred and nine, between Fannie A. Smith and W. A. Smith  
her husband of Lecompton in the County of  
Douglas and State of Kansas of the first part, and  
M. G. Fetherolf of the second part:

Three 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 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:

Beginning 36 1/2 feet North of the South East Corner of the North East Quarter (1/4) of Section  
 Three (3) Township Twelve (12) Range Eighteen (18) Thence North 34 1/2 feet Thence East  
 33 1/2 feet Thence South 34 1/2 feet Thence West 33 1/2 feet to place of beginning containing two  
 (2) acres + 8 rods and one foot half feet. Also beginning North 49° East 47 1/2 feet from South  
 West Corner of North West Quarter, Section two (2) Thence North 76° feet Thence East  
 55 1/2 feet Thence South 76 1/2 feet Thence West 55 1/2 feet to beginning. Containing 2 1/2 3/4 acres  
 and NW 1/4 Sec. 2 being in Township twelve (12) Range eighteen and also known  
 as all of Blocker numbered sixty (60) Sixty one (61) Sixty two (62) to Sixty three (63)  
 in the City of Lecompton as being the homestead of said parties of the first  
 part and the same property purchased by them from Francis A. Treadwell or husband.

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  
Three hundred Dollars

according to the terms of One certain Mortgage Note this day executed  
 and delivered by the said Parties of the first part to the said part of the second part  
payable three years after date with interest according to Coupons  
attached to said note until due and one after maturity in 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 part of the second part, her 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 first part, their  
 heirs and assigns.

IN WITNESS WHEREOF, The said part 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 Wath Fannie A. Smith (SEAL)  
W. A. Smith (SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 21 day of December A. D. 1909, before me,  
Jennie Wath a Notary Public in and for said County and State, came  
Fannie A. Smith and W. A. 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 30 March 1911 Jennie Wath Notary Public.

Filed for Record the 22 day of Dec A. D. 1909, at 9 20 o'clock W. M.  
Floyd L. Lawrence Register of Deeds.  
Deputy.

Recorded July 21st 1912  
 Estelle D. Worley, Deputy  
 Clerk of Court