

MORTGAGE RECORD No. 45.

473

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

This Indenture, Made this 15th day of January in the year of our Lord Nineteen
hundred and Nine, between Richard Smith and Madara
A. Smith, his wife, of the Township of Wakarusa in the County of
Douglas and State of Kansas, of the first part, and
Hugh Blair

Witnesseth, That the said parties of the first part, in consideration of the sum of
Six Hundred and Eighteen 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:

The North-west quarter (¼) of the North-east quarter (¼) of Section Nine (9) in Township
thirteen (13) of Range Twenty (20) and also Beginning 88 rods North of the South-west corner
of the South-east quarter (¼) 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 8 rods; thence West 80 rods to place of beginning. Also all that portion of the
South-east quarter (¼) of the South-east quarter (¼) of Section 15 in Township 13 of Range 20
lying North of the Wakarusa River.

with all the appurtenances, and all the estate, title and interest of the said parties 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 owners 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
Six hundred and Eighteen Dollars
according to the terms of two certain Notes this day executed
and delivered by the said Parties of the first part to the said party of the second part
Payable as follows: \$218.00 in twelve months at 4% and \$4000 in two years
with int. at 7% from date until due and 10% after maturity 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 Parties of the first part their
heirs and assigns. This note is taken as additional collateral security to a certain check
dated 1/15/09 for \$218.00 and is to be paid as said check may
IN WITNESS WHEREOF, The said parties 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 Watt 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 Watt 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
persons 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 Mar 1912 Jennie Watt Notary Public.

Filed for Record the 16 day of Feb A. D. 1910, at 8²⁰ o'clock A. M.
Floyd L. Lawrence Register of Deeds.
Deputy.

The above bonds described in the original instrument are hereby released and the mortgage is hereby discharged. As witness my hand this 15th day of January, A. D. 1909.

Charles Mack 6/10/11
F. L. Lawrence
Agent, Spring