

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

This Indenture, Made this 16th day of January in the year of our Lord Nineteen
hundred and eleven, between John H. Smith and Anna Smith, his
wife of Dubuque in the County of
Dubuque and State of Kansas, of the first part, and Garah E. Phoebe, executrix
and trustee of the estate of Salmon D. Phoebe, deceased of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of
Two Thousand (\$2000) 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 Northwest quarter of Section Four (4), Township Thirteen (13) Range Nineteen (19)
and the Northwest quarter of the Southeast quarter of Section Four (4)
Township Thirteen (13) Range Nineteen (19), subject to any public roads
or easements over said property, and containing two hundred (200)
acres more or less

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 s of the premises, above granted, and seized of a good and indefeasible
estate of inheritance therein, free and clear of all incumbrances subject however to the first mortgage for \$6000 payable
five years after the date with interest six percent per annum excepted on this debt by parties of the
first part to party of second part This Grant is intended as a Mortgage to secure the payment of the sum of
Two Thousand Dollars

according to the terms of one certain note this day executed
and delivered by the said John H. Smith William Smith to the said part 2d of the second part
last note being payable in two, then four years after date in installments of \$666.66 based on
interest at six percent payable semi-annually

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, 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 part 2d making such sale, on demand, to said first parties their
heirs and assigns. This property is given as part payment of the purchase price of said property

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand s and seal s the day and year first above
written.

Signed, Sealed and Delivered in presence of
John L. Ingram [SEAL]
John F. Malach [SEAL]
John H. Smith [SEAL]
Anna Smith [SEAL]

STATE OF KANSAS, Dubuque County } ss.
Dubuque County }

BE IT REMEMBERED, That on this 20th day of January A. D. 1911, before me,
William L. Graham a Notary Public in and for said County and State, came
John H. Smith and Anna Smith his wife
John H. Smith and Anna Smith 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 July 4 1912

William L. Graham Notary Public in
and for Dubuque County Kans
Filed for Record the 25 day of January A. D. 1911, at 1 o'clock P. M.
F. Lloyd R. Lawrence Register of Deeds.
Deputy.

Recorded March 7 1913
Alford R. Lawrence
Register of Deeds.
The note herein described having been paid in full, this mortgage is hereby released and the
lien hereby created discharged. As witness my hand this 7th day of March A. D. 1913
Alford R. Lawrence
Register of Deeds.

Recorded January 28 1913
The note herein described having been paid in full, this mortgage is hereby released and the
lien hereby created discharged. As witness my hand this 28th day of January A. D. 1913