

MORTGAGE RECORD No. 49.

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

This Indenture, Made this first day of February in the year of our Lord thirteen hundred and eleven, between James W. Smith and Grace L. Smith his wife of Wakarusa in the County of Douglas and State of Kansas, of the first part, and William Miller of the same place of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of five thousand and no/100 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 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 South fractional half of the North east fractional quarter of section No. Five (5) in township No. thirteen (13) range no. Twenty (20); Also beginning at the North East Corner of the South East quarter of Section No. Five (5) in township No. thirteen (13) Range No. twenty (20) thence South forty (40) rods, thence West eighty (80) rods, thence North twenty (20) rods, thence east fifteen (15) rods, thence North twenty (20) rods to the north line of said quarter section, thence East Sixty five (65) rods to the beginning, 18 1/2 acres in all ninety six 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 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 five thousand dollars according to the terms of two certain notes and coupons this day executed

and delivered by the said James W. Smith to the said part 2d of the second part for \$2000 and interest year. One for \$1000 due in 5 years. Interest at 6 percent payable semi-annually with privilege of paying \$100 every multiple thereof at any interest paying date. 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 her-by 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 the first part their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

James W. Smith. [SEAL]

Grace L. Smith. [SEAL]

[SEAL]

STATE OF KANSAS,

Douglas County. } ss.

BE IT REMEMBERED, That on this 1st day of February A. D. 1911, before me,

Joseph E. Riggs a Notary Public in and for said County and State, came James W. Smith and Grace L. Smith his wife.

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 March 30 1913

Joseph E. Riggs Notary Public.

Filed for Record the 2 day of Feb A. D. 1911 o'clock a.M.

Thos L Lawrence Register of Deeds.
Deputy.

This instrument is subject to the original instrument. The original instrument is hereby released and the duplicate is being retained by the County Clerk. The original instrument is being retained by the County Clerk. The original instrument is being retained by the County Clerk.

William Miller

Recorded Feb 7 1911
Dottleworth

This instrument is subject to the original instrument. The original instrument is hereby released and the duplicate is being retained by the County Clerk. The original instrument is being retained by the County Clerk. The original instrument is being retained by the County Clerk.

Recorded March 12 1911
Deputy