

# MORTGAGE RECORD No. 49.

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MORTGAGE STANDARD FORM. Gazette Co. Printers, Topeka, Kansas, Lawrence, Kan.

This Indenture, Made this fifteenth day of February in the year of our Lord nineteen  
hundred and eleven, between Joseph L. Smoot  
of Lawrence in the County of

Douglas and State of Kansas, of the first part, and  
N. G. Clark of Douglas Co. Kansas of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of  
Five hundred and twenty five DOLLARS,  
to have duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do he grant, bargain, sell and mortgage  
to the said part 2 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 East four (4) acres of the North five (5) acres of the East half of the  
North East Quarter of the North East Quarter of Sec No. Seven (7)  
in Township No. Thirteen (13) South of Range No. Twenty (20) East

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said  
Joseph L. Smoot do 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  
Five hundred and twenty five Dollars  
according to the terms of a certain mortgage note this day executed  
and delivered by the said Party of the first part to the said part 2 of the second part

due in two (2) years from date with interest from date until paid; at the  
rate of six (6) per cent per annum, payable annually, the same being given for  
first purchase money said land

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 2 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 part 2 making such sale, on demand, to said party of the first part, his  
heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has hereunto set his hand and seal the day and year first above  
written.

Signed, Sealed and Delivered in presence of

Joseph L. Smoot [SEAL]

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 15th day of February A. D. 1911, before me,  
Joseph L. Smoot a Notary Public in and for said County and State, came

Joseph L. Smoot

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 Dec 27th 1912

Wm T. Sinclair  
Notary Public.

Filed for Record the 15 day of Feb A. D. 1911, at 4 o'clock P. M.

Floyd L. Lawrence Register of Deeds.  
Deputy.

The following is referred to as the original instrument  
The same herein described having been paid in full, this mortgage is hereby released and the  
day of February A. D. 1911  
has heretofore been created and delivered. A witness my hand this  
15th day of February A. D. 1911  
W. G. Clark  
Register of Deeds.

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Register of Deeds.  
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