

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 19th day of May in the year of our Lord 1911
hundred and Eleven, between Henry Smith and Maggie A. Smith
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
Allen E. Allen of the second part:

Witnesseth, That the said part two of the first part, in consideration of the sum of One Hundred (\$100.00) DOLLARS, to him 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 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 East half of Lots Nos. One Hundred and Twenty-one (121), One Hundred and Twenty-three (123), One Hundred and Twenty-five (125) and the West half of Lots Nos. One Hundred and Twenty-two (122), One Hundred and Twenty-four (124) and One Hundred and Twenty-six (126), all in Block No. Forty-four (44) in that part of the City of Lawrence known as West Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ^{two} of the first part therein. And the said Henry Smith & Maggie N. Smith, his wife 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, and that they will warrant and defend the same in the quiet and peaceable possession of said second party, her heirs and assigns forever, against all persons lawfully claiming the same

whereof, against all persons lawfully claiming _____ This Grant is intended as a Mortgage to secure the payment of the sum of \$ 100.00 _____

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 2 of the second part due in five years from date, with interest from date to maturity as evidenced by coupons attached thereto, and interest after maturity or default at the rate of 10% per annum until fully 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 be 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 of the first part, 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 ha we hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in presence of

Henry Smith [SEAL]
Maggie H. Smith [SEAL]
[SEAL]

STATE OF KANSAS,

BE IT REMEMBERED, That on this 19th day of May A. D. 1911, before me,

-a Notary Public in and for said County and State, came

Henry Smith and Maggie W. Smith his wife

_____ to me personally known to be the same person^s 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 December 28, 1912

John P. Sinclair
Notary Public

Filed for Record the 20 day of May A. D. 1966, at 11 o'clock P.M.

Floyd L. Lawrence Register of Deeds

Deputy

(The following is endorsed on the original instrument.)

This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 15th day of July, A.D. 1921.

Recorded May 27 - 1966
 Lloyd Lawrence
 Minister of Depts.
 Bro. b. Vogel
 1967

The note heretofore described having been paid in full, this receipt is hereby released and the loan thereby created discharged. As witness my hand this 24th day of ~~February~~ March 1907.

Recorded Dec 8th 1915
Phonograph