

MORTGAGE RECORD No. 49.

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

This Indenture, Made this 21st day of October in the year of our Lord nineteen
hundred & eleven, between Geo. W. Smith and Carrie M. Smith
his wife, of Lawrence in the County of

Douglas and State of Kansas, of the first part, and
Lawrence National Bank of the second part:
 Witnesseth, That the said parties of the first part, in consideration of the sum of
fifteen hundred 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 its successors 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:

Lot thirteen Massachusetts Street Lawrence,
Kans.

with all the appurtenances, and all the estate, title and interest of the said part ies 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 of the premises, above granted, and seized of a good and indefeasible
 estate of inheritance therein, free and clear of all incumbrances except a mortgage of \$4400.
in favor of W. S. Everett

This Grant is intended as a Mortgage to secure the payment of the sum of
fifteen hundred Dollars
 according to the terms of one certain note this day executed
 and delivered by the said G. W. Smith and Carrie M. Smith to the said party of the second part
Lawrence National Bank

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, the successors 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 Geo. W. Smith & Carrie M. Smith
 heirs and assigns.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set this hand and seal the day and year first above
 written.

Signed, Sealed and Delivered in presence of

Geo. W. Smith [SEAL]
Carrie M. Smith [SEAL]
 [SEAL]

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23rd day of October A. D. 1911, before me,
Scott Duhne a Notary Public in and for said County and State, came
Geo. W. Smith and Carrie M. Smith, his
wife 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 Jan'y 25 1914

Scott Duhne
 Notary Public.

Filed for Record the 30 day of July A. D. 1912 at 8 o'clock A. M.

Floyd L. Lawrence Register of Deeds.
 Deputy.

The following is endorsed on the back of this instrument:

The note herein described and the mortgage herein described are hereby released and the parties thereto are hereby discharged. As witness my hand this 21st day of October, 1911.

Carrie Lawrence National Bank Lawrence, Kans.
 B. J. G. Meade & Co.

Recorded Jan'y 20 1913

Floyd L. Lawrence
 Register of Deeds

In consideration of full pay-
 ment of the within mortgage I
 hereby release the same this
 21st day of October 1911
 Geo. W. Smith
 Carrie M. Smith
 Recorded Oct. 16th 1913
 ATTEST