

## MORTGAGE RECORD No. 49.

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

This Indenture, Made this 14<sup>th</sup> day of July in the year of our Lord nineteen  
hundred and twelve, between Geo. H. Smith and Carrie M.  
Smith, his wife of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_

Witnesseth, That the said parties of the first part, in consideration of the sum of Eighteen 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 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: 1

and State of Kansas, described as follows, to-wit:

Lot numbered thirteen (13) Mass Street Lawrence  
Kans. including Brick Building thereon

with all the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Leo M. Smith & Carrie M. Smith do hereby covenant and agree that at the delivery hereof they are the lawful owner<sup>s</sup> of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except 2 prior mortgages aggregating \$5900<sup>00</sup>

This Grant is intended as a Mortgage to secure the payment of the sum of Seventeen hundred dollars according to the terms of One certain note this day executed and delivered by the said E. H. Smith and Carrie M. Smith to the said part 4 of the second part of J. J. Meade.

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 4 of the second part, the 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 4 making such sale, on demand, to said Geo. H. Smith & Carrie M. Smith heirs and assigns.

IN WITNESS WHEREOF, The said part is of the first part has to 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 11<sup>th</sup> day of July A. D. 1912, before me,

Scott M. Tubine a Notary Public in and for said County and State, came  
Scott 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 25 1914

Geo W. Kuhne  
Notary Public.

Filed for Record the 30 day of July A. D. 1912, at 8<sup>30</sup> o'clock 9 M.

Floyd L. Lawrence Register of Deeds.  
Deputy

In consideration of full pay- Recorded Oct. 16th 1923

ATTEST:

*Handwritten signature*