

Mortgage Record No. 52.

This Indenture, Made this Second day of December in the year of our Lord
nineteen hundred and thirteen.

between
W. H. Eastman & Verona M. Eastman his wife of Lawrence
Douglas in the County of
and State of Kansas, of the first part, and
Wm. F. Smelair of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Seven Hundred & Seventy-five (\$775.) 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 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:

Lot No. One Hundred and Ninety Six (196) on Ohio Street, in the city of Lawrence, being the
Homestead of said parties of the first part, who agree to maintain insurance of \$1000. (both
fire and tornado) on the buildings now on or to be erected on said premises, for the benefit
of the party of the second part, his heirs or assigns, during the existence of this loan,

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
W. H. Eastman & Verona M. Eastman

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 but that they will warrant
and defend the same in the quiet & peaceable possession of the party of the second part,
his heirs or assigns, forever against all persons lawfully claiming the same
\$775. This Grant is intended as a Mortgage to secure the payment of the sum of

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 party of the second part
within one year from date hereof, with interest from date to maturity as evidenced
by Coupon attached thereto, and interest after maturity or default at the rate of ten per cent
per annum, until fully paid in cash by Sheriff Deed to above described premises,
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 there-
of, 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 his executors, adminis-
trators 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, their heirs and assigns.

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

Signed, Sealed and Delivered in presence of
W. H. Eastman (SEAL)
Verona M. Easton (SEAL)
(SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 3rd day of December A. D. 1913, before me,
the undersigned a Notary Public in and for said County and State, came
W. H. Eastman & Verona M. Eastman his wife
to me personally known to be the same
person to who executed the foregoing instrument and duly acknowledged the execution of the same.
In Witness Whereof, I have herunto subscribed my name and affixed my official seal on the day and
year last above written.

My Commission Expires Mar 30 1917 Joseph C. Riggs Notary Public.

Filed for Record the 4th day of Dec, A. D. 1913, at 9:20 o'clock A. M.
Douglass Lawrence Register of Deeds.
By Geo. B. Metz Deputy.

The following is referred to as the official instrument:
The said parties described having been paid in full, this mortgage is hereby released and the
same is hereby discharged. At witness my hand this 2nd day of Dec, A. D. 1913.
Edith M. Lecher
(For Assignment See Book 51 Page 495)

Recorded Dec. 20 1913
Estelle Portnump
Register Deeds.