

Mortgage Record No. 52.

the year of our Lord
 Charles Robert
 in the County of
 of the second part:
 ration of the sum of
 DOLLARS,
 grant, bargain, sell
 of land situated in

Smelair

the said
 ises, above granted,
 Smelair
 ment of the sum of

of the second part
 August
 this
 or any part there-
 ate, and the whole
 executors, adminis-
 trators by law; and out
 ost and charges of
 id.

seal of the day and
 (SEAL)
 (SEAL)
 (SEAL)

1914, before me,
 y and State, came
 Charles R.
 own to be the same
 the same.
 al on the day and

Notary Public.

A. M.
 Register of Deeds.
 Deputy.

(The following is entered on the original instrument.)

The above described having been paid in full, this mortgage is hereby released and the
 ita thereby granted discharged. As witness my hand this 19th day of Dec. A. D. 1914.

James H. Stewart
 Clerk John S. Handspangery
 C. W. Jackson

Recorded - Deby Lin - 1512
 C. L. North
 By R. W. Armstrong, Deputy
 Register of Deeds.

This Indenture, Made this fifth day of February in the year of our Lord
Nineteen hundred and fourteen, between Mr. T. Smelair and Hattie E.
Smelair his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and
James M. Stewart of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Eight 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 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:

Commencing at the South-East corner of the North-East quarter of Sec. No. 24, in Township No.
 Twelve (12) of Range No. Nineteen, thence running North ten (10) chains and 50 links to the
 bank of the Kansas River be the same more or less; thence North 32° West 23 chains and 20
 links to a Stake; thence South parallel with the East line of said Quarter Section thirty
 chains and 52 links to the South line of said Quarter Section; thence East twelve (12) chains
 and 30 links to the place of beginning, except 9.22 acres deeded to A. R. Maxwell, described
 as follows - com. 395 feet West and 14 feet North of the South-East corner of Lot 3 in Sec. 24
 Town 12 Range 19; thence West 416.8 feet, thence North 1301 feet, thence East 208.4 feet,
 thence South 671 feet, thence East 208.4 feet, thence South 630 feet to beginning - contain-
 ing 21 acres more or less, also right of way along South Side of Sec. 24 to public highway.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
Mr. T. Smelair
 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
Eight hundred Dollars
 according to the terms of One certain Mortgage Note this day executed
 and delivered by the said Mr. T. Smelair to the said party of the second part
due in three years with interest at the rate of six per cent per annum
payable semi-annually
 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 making such sale, on demand, to said
parties 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

Mr. T. Smelair (SEAL)
Hattie E. Smelair (SEAL)
 (SEAL)

STATE OF KANSAS,
Douglas County } ss.
 BE IT REMEMBERED, That on this 12th day of March A. D. 1914, before me,

(L)

a Notary Public in and for said County and State, came
Mr. T. Smelair and Hattie E. Smelair 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 March 30 1917. Joseph E. Pigg Notary Public.

Filed for Record the 12th day of March A. D. 1914, at 115 o'clock A. M.
Thos. Lawrence Register of Deeds.
Charles W. Hartzel Deputy.