

MORTGAGE RECORD NO. 55.

This Indenture, Made this 12<sup>th</sup> day of February in the year of our Lord  
Nineteen hundred sixteen, Between L. F. Smith, unmarried man  
of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and

Peter Young of the second part:  
WITNESSETH, That the said party of the first part, in consideration of the sum of  
Fifteen hundred and 00/100 DOLLARS,  
to him duly paid, the receipt of which is hereby acknowledged, has 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:

Smith Fifth (50) feet of Lot No. Ten (10) Block Eight (8) Precd.  
addition to the City of Lawrence,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said  
L. F. Smith  
do hereby covenant and agree that at the delivery hereof is the lawful owner of the premises, above granted,  
and seized of a good and indefensible 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  
Fifteen hundred Dollars  
according to the terms of one certain Note this day executed  
and delivered by the said L. F. Smith to the said party of the second part

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, his executors, administra-  
tors 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to said  
L. F. Smith heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal  
the day and year first above written.

Signed, Sealed and Delivered in presence of

L. F. Smith (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 17<sup>th</sup> day of February A. D. 1916, before me,  
Frank E. Banks a Notary Public and for said County and State, came  
L. F. Smith, an unmarried man  
to me personally known to be  
the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(L.F.)

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 Nov. 8<sup>th</sup> 1918 Frank E. Banks Notary Public.

Filed for Record the 17<sup>th</sup> day of Feb. A. D. 1916, at 9<sup>th</sup> o'clock P.M.  
Floyd L. Lawrence Register of Deeds.  
Geo. C. Metzger Deputy.

Notary Public for the State of Kansas  
My Commission Expires Nov. 8, 1918  
Floyd L. Lawrence  
Register of Deeds