

## MORTGAGE RECORD NO. 55.

This Indenture, Made this Fifteenth day of August in the year of our Lord 1916, between James J. Smith and Allie Smith, his wife of the County of Douglas and State of Kansas, of the first part, and Mary E. Smith of the second part:

WITNESSETH, That the said part (1st) of the first part, in consideration of the sum of Six Thousand and 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part (2nd) of the second part her 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:

1/4 South east quarter (1/4) of the South West quarter (1/4) of Section five (5) Township (13) Range twenty (20)

with all the appurtenances, and all the estate, title and interest of the said part (1st) of the first part therein. And the said James J. Smith and Allie Smith do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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

\$6000

according to the terms of six certain notes this day executed and delivered by the said James J. Smith and Allie Smith to the said part (2nd) 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 part (2nd) of the second part, her 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 (1st) making such sale, on demand, to said James J. Smith and Allie Smith, their heirs and assigns.

IN WITNESS WHEREOF, The said part (1st) of the first part have well hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

James J. Smith (SEAL)  
Mrs. Allie Smith (SEAL)  
(SEAL)

STATE OF KANSAS,  
Douglas County } ss.

BE IT REMEMBERED, That on this 15 day of Aug A. D. 1916, before me,

C. E. Lindley, Probate Judge a Notary Public in and for said County and State, came James J. Smith and Allie Smith to me personally known to be the same person s 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 19

C. E. Lindley Notary Public.

Filed for Record the 15 day of Aug A. D. 1916, at 3<sup>21</sup> o'clock P. M.

Hoyd L. Lawrence Register of Deeds.  
Deputy.

This Indenture is intended as the original instrument and the parties hereto described herein have been paid in full the amount of the money advanced by the mortgagee to the mortgagor. At witness: 1916 August 15. C. E. Lindley, Probate Judge.

Recorded - Aug 25 - 1916. Filed for Record - Aug 15 - 1916. C. E. Lindley, Probate Judge. Douglas County, Kansas. Book 27 Page 241.