

MORTGAGE RECORD NO. 58

Recorded Sept. 5 1922
 This deed being duly acknowledged and the following is acknowledged as the true and correct copy of the original as the same appears in the records of the County of Reno, State of Kansas, on the 25th day of August, A. D. 1917.
 E. B. Smith & Adda Simmons Smith
 Mortgages
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This Indenture, Made this 25 day of August in the year of our Lord nineteen hundred and nineteen (1917) between Eldon B. Smith and Adda Simmons Smith, his wife of Hutchinson in the County of Reno and State of Kansas, of the first part, and

Mamie Sumner of the second part:

WITNESSETH That the said part ies of the first part, in consideration of the sum of Two Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, he she sold, and by these presents do grant, bargain, sell and mortgage to the said part of 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:

Lot Number Two Hundred and Twenty Eight (228), on Louisiana Street, in the City of Lawrence, Douglas County.

with all the appurtenances, and all the estate, title and interest of the said part ies of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 Two thousand Dollars according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part of 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 payments for 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 of 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part of making such sale, on demand, to said parties of the first part their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Eldon B. Smith (SEAL)
Adda Simmons Smith (SEAL)

STATE OF KANSAS,

Reno County } ss.

BE IT REMEMBERED, That on this 25 day of August A. D. 1917, before me, Stuart Simmons a Notary Public in and for said County and State, came Eldon B. Smith & Adda Simmons Smith 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 Aug. 22 1921 Stuart Simmons Notary Public
 Filed for Record the 25 day of Sept. A. D. 1922 at 9⁰⁰ o'clock AM
Estelle Woodrup Register of Deeds
Samuel L. Lora Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

Recorded July 27 1922