

MORTGAGE RECORD NO. 58

year of our Lord
Maude
in the County of
of the second part:
of the sum of
DOLLARS,
grant, bargain,
or parcel of land
City
uses, above granted,
um of
of the second part
thereof, or inter-
at shall become due
and assigns, at any
arising from such
plus, if any there
and seal
(SEAL)
(SEAL)
(SEAL)
1917, before me,
ty and State, came
uses
nally known to be
of the same,
the day and year
ary Public.
clock. A.M.
Register of Deeds
Deputy.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
Witness my hand this 29 day of Nov. A.D. 1924
Wm. Clark
Register of Deeds

This Indenture, Made this 3rd day of November in the year of our Lord
nineteen hundred nineteen between William H. Smith and Nettie
H. Smith of Douglas in the County of
Douglas and State of Kansas, of the first part, and
Madie F. Prindle of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of
Thirty five hundred DOLLARS,
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do
sell and mortgage to the said part y 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:

The North East quarter (28th) of Section Eleven (11) Township
fifteen (15) Range Eighteen (18) East of Sixth (6) P.M.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said
William H. Smith and Nettie H. Smith
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

This Grant is intended as a Mortgage to secure the payment of the sum of
Thirty five hundred Dollars
according to the terms of one certain note this day executed
and delivered by the said William H. Smith and Nettie H. Smith to the said part y of the second part
due on five years with 6% interest payable annually on the first day of
January of each year.

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 inter-
est 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 y 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 y making such sale, on demand, to said William H. Smith and Nettie H. Smith
their heirs and assigns.

IN WITNESS WHEREOF, The said parties 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
W. H. Smith (SEAL)
Nettie H. Smith (SEAL)

STATE OF KANSAS,
Douglas County ss.
BE IT REMEMBERED, That on this 3rd day of November A. D. 1919, before me,

W. M. Clarke a Notary Public in and for said County and State, came
William H. Smith and Nettie H. Smith, his wife,
to me personally known to be
the same person as 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 May 15 1923 W. M. Clarke Notary Public.

Filed for Record the 6 day of November A. D. 1919, at 3:25 o'clock P.M.
Estelle Hochhaus Register of Deeds
Ferneel Flora Deputy.