

MORTGAGE RECORD NO. 58

For Assignment See Book 64-Page 168. Recorded Jan. 11-1922  
J. E. Coleman, Register of Deeds  
Attest: (Copy Seal)  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
Witness my hand this 11th day of January A.D. 1922

This Indenture, Made this 6th day of March in the year of our Lord nineteen hundred and twenty between D. F. Smith and Lola Smith his wife of Douglas - and State of Kansas, of the first part, and M. W. Burton of the second part:

WITNESSETH That the said part of the first part, in consideration of the sum of Four thousand 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 part of the second part their 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 South one half (1/2) of the Northwest one fourth (1/4) and the East thirty (30) acres of the North one half (1/2) of the Northwest one fourth (1/4) Section Thirteen (13), also twenty (20) acres described as follows: Beginning twenty (20) rods East of the center of the West line of said Northwest one fourth (1/4) Section Thirteen (13); thence East eighty (80) rods; thence North forty (40) rods; thence West Eighty (80) rods; thence South forty (40) rods to place of beginning all being in Township Fourteen (14) Range Eighteen (18) containing 150 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said first parties 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 Four thousand dollars according to the terms of one certain note this day executed and delivered by the said first parties to the said part of the second part M. W. Burton

and this conveyances 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 of the second part, his 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 making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of D. F. Smith (SEAL) Lola Smith (SEAL)

STATE OF KANSAS, Douglas County ss. BE IT REMEMBERED, That on this 6 day of March A. D. 1920, before me, Geo. W. Nelson, Notary Public in and for said County and State, came D. F. Smith and Lola Smith his wife (L.S.)

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 Jan 25 1922 Geo. W. Nelson

Filed for Record the 6 day of March A. D. 1922 at 2:00 o'clock P. M. Edith Withrup Register of Deeds Deputy.