

MORTGAGE RECORD NO. 58

This Indenture, Made this 30th day of April in the year of our Lord nineteen hundred and nineteen between C. H. Smith and Mary E. Smith, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and John H. Hyde, Martin D. Bink and Lydia J. Bink of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of Fifteen thousand five hundred Dollars DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have here sold, and by these presents do grant, bargain, sell and mortgage to the said part 2nd of the second part this 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 half (1/2) of Lot No. One hundred & two (102) and all of Lot No. One hundred & four (104) on Massachusetts Street, City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said C. H. Smith and Mary E. Smith, his wife 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 \$15,500.00 according to the terms of five certain notes this day executed and delivered by the said parties of the first part 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, this 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 2nd making such sale, on demand, to said parties of the first part this heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part hereunto set this hand & seal of the day and year first above written.

Signed, Sealed and Delivered in the presence of

C. H. Smith (SEAL)
Mary E. Smith (SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 10th day of June A. D. 1919, before me, D. C. Baker a Notary Public in and for said County and State, came C. H. Smith and Mary E. Smith, his wife 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 Mar. 18 1920

D. C. Baker Notary Public.
Edwin M. Harkins Register of Deeds
James H. Ford Deputy.

Filed for Record the 30 day of April A. D. 1920, at 4:25 o'clock P. M.

The following is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, and is hereby certified to be correct.

Recorded Aug. 11, 1922, by John H. Hyde Register of Deeds.

For release, see Book 62, Page 452. Enclosure, see Book 63, Page 453.