

MORTGAGE RECORD NO. 58

The following is enforced on the original instrument
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created is discharged.
As witness my hand this 5th day of June A.D. 1914
Attest: George W. Richard
George W. Richard
Register of Deeds

Recorded Dec 9 1914
George W. Richard
Register of Deeds

This Indenture, Made this 5th day of June in the year of our Lord
nineteen hundred and fourteen between Johnson Smothers and Wayne
Smathers, his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Lawrence National
Bank of Lawrence, Kansas of the second part:

WITNESSETH That the said part 1st of the first part, in consideration of the sum of
Six hundred fifty and 00/100 DOLLARS,
to Johnson Smothers and Wayne 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 2d of the second part its successors 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 144 on New Jersey Street, 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
parties of the first part
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
Six hundred fifty Dollars
according to the terms of a certain note this day executed
and delivered by the said parties of the first part to the said part 2d 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 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 2d of the second part, its successors 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 sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Johnson Smothers (SEAL)
Wayne Smothers (SEAL)
Wayne Smothers (SEAL)

STATE OF KANSAS,
Douglas County } ss.

BE IT REMEMBERED, That on this 5 day of June A. D. 1914, before me,
Geo. W. Richard a Notary Public in and for said County and State, came
Johnson Smothers and Wayne Smothers,
his wife to me personally known to be
the same persons 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. Richard Notary Public.

Filed for Record the 5 day of June A. D. 1914, at 8:50 o'clock A.M.
George W. Richard Register of Deeds
George W. Richard Deputy.