

## MORTGAGE RECORD NO. 60

of our Lord  
the County of  
second part:  
sum of.....  
DOLLARS,  
cent, bargain,  
parcel of land  
Fair  
against  
the  
of  
being  
above granted,

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

At witness my hand this twenty day of September A. D. 19 25  
Charlotte C. Kowalek.  
 Attorney  
E. B. Pamppl  
Adrian C. Homsh.

the second part  
.....*then*.....  
.....  
thereof, or inter-  
mail become due  
assigns, at any  
suing from such  
us, if any there  
.....*their*.....  
.....and seal *A*.....  
.....(SEAL)  
.....(SEAL)  
.....(SEAL)

....., before me,  
and State, came  
*Paul*  
.....  
ly known to be  
.....  
ame.  
.....  
ne day and year  
.....  
y Public.  
clock.....*P*.....M.  
gister of Deeds  
.....Deputy.

This Indenture, Made this 12<sup>th</sup> day of October in the year of our Lord nineteen hundred and twenty one, between Simon L. Smith and Lina A. Smith, his wife of Laurance in the County of Douglas and State of Kansas, of the first part, and William L. Smith of the second part:

WITNESSETH That the said part 1/4 of the first part, in consideration of the sum of Thirty Three Hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 1/4 sold, and by these presents do grant, bargain, sell and mortgage to the said part 7/8 of the second part, 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 Numbered One Hundred Ninety Nine (99), "The Edwards" in addition to the City of Lawrence is shown by the recorded plat and addition.

Lot Numbered Twenty (20) in Biggsdale in addition to the City of Lawrence is subject to all the restrictions in said Addition.

with all the appurtenances, and all the estate, title and interest of the said part less of the first part therein. And the said part 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 \$Twenty Thousand Dollars according to the terms of 2211 certain 2211 day executed and delivered by the said parties of the first part to the said party of the second part beginning on the date and payable five years after date with eight per cent per annum's payment annually, with the expiration date of January 1st 1901 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 party 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, 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 or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF *Kansas* } ss.  
*Douglas County* }

RE IT REMEMBERED, That on this 1st day of November A. D. 1920, before me, the undersigned Notary Public in and for said County and State, came Lincoln C. Smith and Lena A. Smith, his wife to me personally known to be the same persons <sup>formerly</sup> who executed the foregoing instrument, and duly acknowledged 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 September 15 1933.

*E. J. Wilkey*  
Notary Public.

My Commission Expires September 15 1933 E. L. Wilkey Notary Public.

Filed for Record the 15 day of Oct, A. D. 1921, at 11<sup>30</sup> o'clock A.M.  
E. Allen Marsh Register of Deeds  
James H. Hara Deputy