

MORTGAGE RECORD NO. 63

FARM, DODGEWORTH STATIONERY CO KANSAS CITY MO 64112

FORM 2

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.

As witness my hand this

Attest

Reg. Fee
15.00
1.00

day of March A. D. 1923

C. S. Jones by C. S. Jones, Attorney-in-Fact.

Recorded March 12, 1923

J. B. McCloud
Register of Deeds

This Indenture, Made this 15th day of May in the year of our Lord
nineteen hundred twenty three (1923), between James J. Smith and Ollie Smith
his wife of Lawrence in the County of
Douglas and State of Kansas, of the first part, and

of the second part:
 WITNESSETH That the said parties of the first part, in consideration of the sum of
Six Thousand (\$6000.00) DOLLARS,

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 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:

Lot number two, hundred twenty (229) on
this street in the City of Lawrence.

with all the appurtenances, and all the estate, title and interest of the said part ees of the first part therein. And the said

James J. Smith and Ollie Smith his wife.
 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
Six Thousand (\$6000.00)
 according to the terms of a certain note this day executed
 and delivered by the said James J. Smith and Ollie Smith his wife to the said part y 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 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 part y of the second part, less 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 part y making such sale on demand, to said James J.
Smith and Ollie Smith his wife their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

James J. Smith (SEAL)
Ollie Smith (SEAL)

STATE OF Kansas
Douglas County ss.
 BE IT REMEMBERED, That on this 15th day of May A. D. 1923, before me,
J. C. Whipple a Notary Public in and for said County and State, came
L.S. James J. Smith and Ollie Smith his wife.
to me personally known to be
 the same person, 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 Jan 27 1927 J. C. Whipple Notary Public.Filed for Record the 15th day of May A. D. 1923, at 4 o'clock P. M.

Register of Deeds.

Deputy.