

MORTGAGE RECORD 72

SAMUEL BODENWORTH STATIONERY CO. KANSAS CITY, MO. 64108

FROM

Geo. F. Smith and wife
TO

Caroline M. Hyland

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7th day of
Oct. A. D., 1933, at 9:00 : A. M.*Samuel Bodenworth*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this 1st. day of September in the year of our Lord nineteen hundred
Thirty three between Geo. F. Smith and Mary Gertrude Smith, his wifeof Wellsville in the County of Franklin and State of Kansas
of the first part, and Caroline M. Hyland

of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of

#One Thousand - - - - - 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 2 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 4 of the North east Quarter Sec. 7 Twp. 15 Range 21, Also, beginning at a point 251 feet west and
128 feet south of the corner stone established by L. F. Green, Dep. Co. Surveyor, as the center of
Sec. 1, Twp. 15, R. 21, thence west 1035 feet along center line of road, thence north 407 feet
along center line of road, thence east 324 1/2 feet along center line of road, thence north 344 feet along
the fence, thence east 729 feet along fence, thence south 344 feet along fence to center of road, thence
east 35 feet along center line of east and west road to intersection of north and south road, thence
south 422.5 feet along the center line of road to point of beginning, containing in all nineteen and
9/100 (19.09) acres, all in Douglas County Kansas.

with all the appurtenances, and all the estate, title and interest of the said part 1st. of the first part therein. And the said

Geo. F. Smith and Mary Gertrude Smith

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 3

This grant is intended as a mortgage to secure the payment of the sum of one thousand

Dollars, according to the terms of

one certain note this day executed and delivered by the said

Geo. F. Smith and Mary Gertrude Smith

to the said part 2 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 2 of the second part her execution,
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 2 making such sale, on demand, to said Geo. F. Smith and Mary Gertrude Smith

their heirs and assigns

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

Signed, sealed and delivered in presence of

Geo. F. Smith (SEAL)

Mary Gertrude Smith (SEAL)

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 23 day of September

A.D. 1933

before me

W. M. Clark

a Notary Public in and for said County and State,

came

Geo. F. Smith and Mary Gertrude Smith, his wife

Legal Seal

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution

of the same.

My Commission expires

May 15th. 1935

19

W. M. Clark

Notary Public.

RELEASE.

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 7th day of November

A. D. 1936

ATTEST:

*Witness**W. M. Clark**Caroline M. Hyland*

1864
November
30
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H. H. H. H. H.
H. H. H. H. H.