

This Indenture,

Made this 9th day of June

A. D. 1951, between Elgar J. Smith and Marjorie L. Smith, his wife

of Lawrence, in the County of Douglas and State of Kansas
of the first part, and

Grace B. Emmett of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of

Three Thousand Dollars (\$3,000.00) 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 party 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:

The South Half of the Northeast Quarter, less
the West 25 acres thereof, in Section Twenty-
six (26), Township Thirteen (13) South, Range
Twenty (20) East of the Sixth Meridian in
Douglas County, Kansas,

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

And the said grantors

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 Three Thousand Dollars (\$3,000.00)

Dollars, according to the terms of a certain promissory note this day executed and delivered by the said parties of the first part

to the said party of the second part and by its terms due five years after date with interest at the rate of five per cent (5%) per annum payable semi-annually.

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 her heirs, 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part

their heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Elgar J. Smith (SEAL)

Marjorie L. Smith (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

Douglas County

Be It Remembered, That on this day of JUNE A. D. 1951

before me a Notary Public

in and for said County and State, came Elgar J. Smith and Marjorie L.

Smith, his wife

to me personally known to be the same persons who executed the foregoing instrument of writing, 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 December 1, 1954

Catherine B. Young Notary Public

Varela Beck Register of Deeds

This instrument was recorded June 12, 1951 at 3:00 P. M.

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 18 day of Sept. 1951

Grace B. Emmett

Richard Baker