

66763 BOOK 119

## MORTGAGE

**This Indenture** Made this 7th day of August  
in the year of our Lord nineteen hundred and fifty-eight  
by and between FRED W. SMITH and GRACE SMITH, his wife, who is  
also known as Grace P. Smith,

of the County of Douglas and State of Kansas, parties of the first part,  
and THE CENTRAL MORTGAGE COMPANY, party of the second part:

*Witneseth*, That the said parties of the first part, in consideration of the sum of

EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS,  
to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT,  
BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and  
assigns, all of the following described real estate, situated in the County of Douglas  
and State of Kansas, to-wit:

The Northeast Quarter of Section 4, Township 12, Range 18, and the  
South 55 acres of the East Half of the Southeast Quarter of Section 33,  
Township 11, Range 18; also beginning at a point 51 rods South of the  
Northwest corner of the Southwest Quarter of Section 34, Township 11,  
Range 18, thence South 49 rods, thence East 19 rods 7 feet 8 inches,  
thence North 64 degrees East 47 rods to the center of Coon Creek,  
thence down the center of Coon Creek to a point directly East of the  
place of beginning, thence West to place of beginning.

*To Have and to Hold* the same, with all and singular the hereditaments and appurtenances  
thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the  
said party of the second part, and to its successors and assigns, forever. And the said parties of  
the first part do hereby covenant and agree that at the delivery hereof, that 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, and that they will warrant and defend the same in  
the quiet and peaceable possession of said party of the second part, its successors and assigns,  
forever, against the lawful claims of all persons whomsoever.

*Provided*, Always, and these presents are upon the following agreements, covenants and  
conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part  
in the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS,  
according to the terms of one certain mortgage note of even date herewith,  
executed by said parties of the first part, in consideration of the actual loan of the said sum, and  
payable as follows:

September 1	19 59	\$	250.00	September 1	19 64	\$	250.00
September 1	19 60	\$	250.00	September 1	19 65	\$	250.00
September 1	19 61	\$	250.00	September 1	19 66	\$	250.00
September 1	19 62	\$	250.00	September 1	19 67	\$	250.00
September 1	19 63	\$	250.00	September 1	19 68	\$	6250.00

to the order of the said party of the second part with interest thereon at the rate of 5½ per  
cent per annum, payable semi-annually, on the first days of March and  
September in each year, according to the terms of said note; both  
principal and interest and all other indebtedness accruing hereunder being payable in lawful  
money of the United States of America, at GUARANTY TRUST COMPANY, New York,  
N. Y., or at such other place as the legal holder of the principal note may in writing designate,  
and said note bearing ten per cent interest after maturity.