

MORTGAGE—Standard Form

74310 BOOK 125

Reg. No. 16,128  
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(No. 23 H)

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## This Indenture,

A. D. 19 60 between Made this 15th day of August

William J. Smith and Evelyn M. Smith, husband and wife

of Lecompton, in the County of Douglas and State of Kansas

The Lawrence National Bank, Lawrence, Kansas

Witnesseth, That the said parties of the second part.

Six Thousand and no/100 ----- of the first part, in consideration of the sum of  
 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 y heirs and assigns forever,  
 all that tract or parcel of land situated in the County of Douglas Kansas, described as follows, to-wit:

Beginning at a point 637 feet South of the Intersection of 4th and  
 Whitfield Streets in the City of Lecompton, thence East 426 feet,  
 thence South 154.5 feet, thence West 426 feet, thence North 154.5  
 feet to the point of beginning, in the City of Lecompton, Douglas  
 County, Kansas.

Including all rents, issues and profits thereof, provided however  
 that the mortgagors shall be entitled to collect and retain the  
 rents, issues and profits until default hereunder.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.  
 And the said William J. Smith and Evelyn M. Smith, husband and 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 no exceptions

This grant is intended as a mortgage to secure the payment of Six Thousand and no/100 -----  
 Dollars, according to the terms of a certain promissary note this day executed and delivered by the  
 said William J. Smith and Evelyn M. Smith, husband and wife to the  
 said part y of the second part  
 The Lawrence National Bank, Lawrence, Kansas

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 as 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 overplus, if any there be, shall be paid  
 by the part y making such sale, on demand, to said  
 William J. Smith and Evelyn M. Smith, husband and wife or 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

William J. Smith (SEAL)  
 William J. Smith

Evelyn M. Smith (SEAL)  
 Evelyn M. Smith

(SEAL)