

MORTGAGE RECORD No. 40.

FIRST MORTGAGE - BANK FOR SOUTH DAKOTA CO. LEASTERS NORTH, KAN., No. 1204.

This Indenture, Made this 25th day of April in the year of our Lord Nineteen
 Hundred and twenty two between Fred Laqua and Anna Laqua, his wife
 (being of lawful age) of the

County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance
Company, of Jopka, Kansas of the second part.

Witnesseth, That the parties of the first part, in consideration of the sum of \$ 2300

DOLLARS

Twenty three hundred
 to them in hand paid, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, bargain sell and convey to the
 said party of the second part, its heirs and assigns forever, the following tract or parcel of land situated in the County of

Douglas and State of Kansas, described as follows, to wit:
The East thirty acres of the southeast quarter of Section Twenty one (21) and
the Southwest quarter of the Southwest quarter of the Northwest quarter
of Section Twenty two (22) all in Township Twelve (12) of Range Twentieth (19)

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do
 hereby covenant and agree that at the delivery hereof 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, that they have good right to sell and convey said
 premises, and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is intended as a Mortgage to secure the payment of the Sum of \$ 2300
Twenty three hundred DOLLARS, and interest thereon, according to the terms of a certain
 mortgage note and with interest notes, attached thereto this day executed by the said parties of the first part
 to-wit:-

Note No. 1, for _____ Dollars, due _____, 190
 Note No. 2, for _____ Dollars, due _____, 190
 Note No. 3, for _____ Dollars, due _____, 190

all dated _____ 190____, payable to Liberty Life Insurance Co., or order at the office of the
Liberty Life Insurance Co., Jopka, Kansas or order, at the IMPORTERS' AND TRADERS' NATIONAL BANK, of New York City
 N. Y., with interest payable semi-annually on the first day of May and November in each year, according
 to coupons attached to said note. The parties of the first part further agree that they will pay all taxes and assessments upon the said
 premises before they shall become delinquent; and they will keep the buildings on said property, insured for \$ 800 in some approved
 Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this contract shall be void, and shall be released upon demand of the parties of the first part. But if default
 be made in the payment of said principal sum, or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the
 agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of
 the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first part
 agree to pay to said second party or its assigns, interest at the rate of ten per cent per annum computed semi-annually on said principal note, from date
 thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation so that the total amount
 of interest collected shall be and not exceed the legal rate of ten per cent per annum; but the party of the second part may pay any unpaid taxes charged against
 said property, or insure said property if default be made in keeping up insurance, and may recover for all such payments, with interest at ten per cent per annum, in
 any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal waived or not, at the option of the party
 of the second part, and out of all the moneys arising from such sale, to retain the amount of such sale, to retain the amount then due, or to become due, according to
 the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such
 sale, to be taxed as other costs in the suit.

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

Fred Laqua (SEAL)

Anna Laqua (SEAL)

(SEAL)

ACKNOWLEDGMENT.

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 26th day of April A. D. 1922, before me,
Notary Public in and for said County and State, Fred Laqua and Anna Laqua,
his wife, to me personally known to be the same

person or persons, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

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 23 1924 (21) B. M. Minter
Notary Public

Filed for Record the 26 day of April A. D. 1922, at 450 o'clock P. M.

By Ernie Buckner, Deputy, Estelle Northrup, Dufray
Register of Deeds.

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 25 day of March 1922
Attest: Charles L. Clark
Notary Public
for Liberty Life Insurance Co.
(copy Seal)

1923
March 23
Ernie Buckner
Notary Public