

MORTGAGE STANDARD FORM, JOHNSON CO. PRINTERS, MINNAPOLIS AND UNDERWOOD-BLOOMINGDALE, LAWRENCE, ILL.

This Indenture, Made this Twenty eighth day of February in the year of our Lord, Thirteen
Hundred and Six, between William Smith and D. F. Smith
 of _____ in the County of _____
Douglas and State of Kansas, of the first part, and _____ of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand (\$1000.) Dollars,
 to have 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 of the second part his 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 West-half of the South West fractional quarter of
Section No. Eighteen (18), in Township No. Fourteen (14) South,
of Range No. Thirteen (13), East of the 6th P.M., containing 77.83
acres of land, more or less.

with all the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said _____ 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 and that they will warrant and defend
the same in the quiet and peaceable
possession of said second party, his heirs and assigns forever against all
persons lawfully claiming the same. 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 unsecured note this day executed
 and delivered by the said parties of the first part, given as part of the second part
due on first year of date, with interest from date to maturity as expressed by coupons
attached thereto, and interest after maturity or default at the rate of ten per cent per annum
until fully paid in cash or by Sheriff's Deed to above described premises.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 of the second part, his 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 sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part 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

W. Smith [SEAL.]

D. F. Smith [SEAL.]

[SEAL.]

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 25th day of February, A. D. 1906, before me

the undersigned a Notary Public in and for said County and State, came
William Smith and D. F. Smith

Did

to me personally known to be the same person who executed the foregoing instrument 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 March 27-1907

Joseph E. Rogers
 Notary Public.

Filed for Record the March day of 13th A. D. 1906, at 2³⁰ o'clock P. M.

W. L. Armstrong Register of Deeds.
By E. C. Armstrong Deputy.

For Release see Book 574, Page 428

An Assignment Recorded Book 574, Page 428, of balance of 24 assignments of this mortgage made to the Bank of 3 Agents in this is as land mortgage in West Texas. Hope of Government of Kansas