

MORTGAGE RECORD.

This Indenture, Made this first day of September in the year of our Lord one thousand nine hundred & eleven between Troy E Smelser and Emma B. Smelser, husband and wife of Seaworth in the County of Seaworth and State of Kansas, of the first part, and

of the second part: C. H. Tucker

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Thirty hundred and no/100 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 part 2nd 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 South 10 acres of the East 26 7/8 acres of the north half of the North West Quarter of Section Twenty-five (25) Township Twelve (12) Range Nineteen (19)

with the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said Troy E Smelser and Emma B. Smelser 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, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Thirty hundred and no/100 DOLLARS, according to the terms of one certain promissory note, this day executed by the said Troy E Smelser and Emma B. Smelser

to the said part 2nd of the second part; said note being given for the sum of Thirty hundred and no/100 DOLLARS, dated Lawrence, Kans, Sept 1, 1911, due and payable in five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of Twenty dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1st of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises

insured in favor of the said mortgagee, in the sum of Thirty hundred and no/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part 1st of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part 2nd of the second part, and all sums paid by the part 2nd of the second part for insurance, shall be due and payable or not, at the option of the part 1st of the first part; and it shall be lawful for the part 1st of the first part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part 2nd of the second part, his executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2nd of the second part, making such sale, on demand to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1st of the first part hereunto set their hand and seal, the day and year last above written. Signed, sealed and delivered in presence of

Troy E. Smelser [SEAL]
Emma B. Smelser [SEAL]

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24 day of September, A. D. 1911, before me,

A. F. Flinn, a Notary Public in and for said County and State, came to me personally known to be the same person 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 April 10th 1912.

Filed for Record on the 2 day of Sept, A. D. 1911 at 3:50 o'clock P. M.
Floyd Lawrence, Register of Deeds.
Deputy.

This mortgage is evidenced by the original instrument recorded in the office of the Register of Deeds, Lawrence, Kansas, A. D. 1911.

Recorded Sept 11 1911
Sept 11 1911
Register of Deeds

Coupon Form

Standard Form