

MORTGAGE RECORD.

This Indenture, Made this 22^d day of November in the year of our Lord one thousand nine hundred Eleven, between Harley E. Smith a single man of Wofflat in the County of — and State of Colorado of the first part, and

State Bank of Leecompton, Leecompton, Kansas of the second part:

WITNESSETH, That the said party... of the first part, in consideration of the sum of Four hundred and 70/100 DOLLARS, to him... duly paid, the receipt of which is hereby acknowledged, has... sold, and by these presents does... grant, bargain, sell and mortgage to the said party... of the second part... its 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:
Beginning 44 rods North of SW cor of SE¹/₄ of Sec (34), Twp. (11), South of Range (18) East of the 6th. P.M.; thence east 36¹/₂ rods or to the west of Simmons St.; thence north 19 rods; thence west 36¹/₂ rods; to west line of SE¹/₄ Sec (34), thence South 41 ft. 11 in., west into SW¹/₄ Sec. (34), 208 ft. 7 in.; thence west 15 degrees, south 208 ft. 7 in. thence south 458 ft.; thence East 208 ft.; 7 in. North 216 ft. 4 in.; East 208 ft., 7 in. to place of beginning,

with the appurtenances, and all the estate, title and interest of the said part... of the first part therein. And the said Harley E. Smith does hereby covenant and agree that at the delivery hereof he is 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 he 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 Four hundred and 70/100 DOLLARS, according to the terms of his certain promissory note... this day executed by the said

to the said party... of the second part; said note being given for the sum of Four hundred and fifty and 70/100 DOLLARS, dated November 22, 1911, due and payable in Five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 16 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 party... 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 Four hundred and fifty and 70/100 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 party... 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 party... of the second part, and all sums paid by the party... of the second part for insurance, shall be due and payable or not, at the option of the party... of the second part; and it shall be lawful for the party... of the second part, its 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 party... of the second part, its 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 party... making such sale, on demand to the said first party, his heirs and assigns.

IN TESTIMONY WHEREOF, The said party... of the first part has... hereunto set his hand... and seal... the day and year last above written.

Signed, sealed and delivered in presence of Harley E. Smith [SEAL]

State of Colorado, Saguache County, ss.

BE IT REMEMBERED, That on this 16th day of December A. D. 1911... before me, George G. Rushton a Notary Public in and for said County and State, came

G. G. Rushton

Harley E. Smith 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 December 1st 1914. George G. Rushton Notary Public.

Filed for Record on the 25th day of December A. D. 1911 at 9⁴⁶ o'clock A. M.

Blyed L. Lawrence Register of Deeds.
B. W. M. Cornell Deputy.

(The following is referred to on the original instrument.)
This note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. See witness my hand this 22^d day of November, A. D. 1911.

State Bank of Leecompton
By J. W. Hurst, Cashier

(Copied)

Recorded Dec 30th 1911

Blyed L. Lawrence
Register of Deeds.
B. W. M. Cornell

(The mortgage is referred to on the original instrument.)
The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. See witness my hand this 22^d day of November, A. D. 1911.

Recorded Jan 3 1912
Blyed L. Lawrence
Register of Deeds.
B. W. M. Cornell