

State of Kansas, County of Franklin, SS.

On this 2nd day of July A.D. 1914, before me, A Notary Public, in and for said County, personally appeared Cora E. Ernst and Lee G. Ernst her husband to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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Witness my hand and official seal, the day and year last above written.

My commission expires January 17th 1918 (SEAL)

H. A. Reed, Notary Public.

Recorded July 7th, A.D. 1914, at 3:01 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,

Register of Deeds,

Geo. L. Hazel Deputy.

This Indenture, Made the first day of April A.D. 1914, between James W. Smith and Grace Smith, husband and wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and Commerce Trust Company, a corporation, of Kansas City, Missouri, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Two Thousand & no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to-wit:

The North West Quarter of the North East Quarter and South half of the North East Quarter of the North East Quarter of Section Five (5), Township Thirteen (13), Range, Twenty (20) East,

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- To Have And To Hold the same, with the appurtenances thereunto belonging or in
anywise appertaining, including any right of homestead and every contingent right or
estate therein, unto the said party of the second part, its successors and assigns
forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

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Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Two Thousand & No/100 Dollars, for money borrowed according to the tenor and effect of one certain principal promissory note numbered 2654, bearing even date herewith, for the sum of Two Thousand & No/100 Dollars, (\$2000.00), payable on the first day of April, 1919, with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum, payable semi-annually on the first days of April and October in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity. and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$1125.00 against loss by fire, and not less than \$1125.00 against loss by wind-storm or tornado, the policy or policies to be delivered to the said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of eight per cent per annum, shall be collectible with, as a part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part have hereunto set their

Assignment Due 3/1/27 Page 269

the following manner: in the year when a building first stands on a piece of the mortgage within named, each yearly accumulation of the payment of the debt secured by the foregoing mortgage shall be paid to the holder of such mortgage; the holder of such mortgage, however, may, if desired,

Recorded - May 22 1919

Edith J. Lathrop

(-Corp. Seal)

By C. H. Hughes Secy