

Mortgage Record.

This Indenture, Made this 23 day of November

year of our Lord one thousand nine hundred fourteen,
Harley E. Smith, a single man
 of Topeka, in the County of Shawnee and State of Kansas, of the first part, and

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

WITNESSETH, That the said part y of the first part, in consideration of the sum of Four hundred and no/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 part y of the second part, its Successors heirs and assigns forever, all that tract or parcel of land situated in the County of Shawnee and State of Kansas, described as follows to wit:

Beginning 44 rods North of A. N. Co. 9th 1/2 Sec. (34), Twp. (11) S. 1/2 Sec. (18), East of the 6th PM, thence East 36 1/2 rods, or to the West of Simmons St., thence North 19 rods, thence West 36 1/2 rods to West line of 16 1/2 Sec. (34), thence South 44 ft. 11 in., West into 17 1/2 Sec. (24), 208 ft. 7 in., thence West 15 degrees South 208 ft. 7 in., thence South 468 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 y of the first part therein. And the said Harley E. Smith do 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 no/100 DOLLARS,

according to the terms of his certain promissory note this day executed by the said Harley E. Smith to the said part y of the second part; said note being given for the sum of Four hundred and no/100 DOLLARS, dated Nov. 23, 1914, due and payable in three year 2 from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of 16.00 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 y 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 said mortgagee, in the sum of Four 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 y 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 y of the second part, and all sums paid by the part y of the second part for insurance, shall be due and payable or not, at the option of the part y of the second part; and it shall be lawful for the part y 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 part y 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 part y making such sale, on demand, to the said first party heirs and assigns.

IN TESTIMONY WHEREOF, The said part y 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.)
 (SEAL.)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 23 day of November A. D. 1914, before me, Jella H. Duff, a Notary Public in and for said County and State, came Harley E. Smith, a single man

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 July 10, 1918
 This instrument was filed for record on the 30th day of Dec

Jella H. Duff Notary Public.
1914 at 4:35 o'clock P.M.
Wm. C. Lawrence Register of Deeds.
Wm. C. Hopt Deputy.

THIS MORTGAGE IS VALID AS THE ORIGINAL INSTRUMENT.
 The note herein described having been paid in full, this mortgage is hereby released and the same hereby cancelled discharged. As witness my hand and this 27th day of November, A. D. 1917.
State Bank of Leecompton
J. M. Miller, Cashier

Not. 30th - 1917
Epitall Notary
 Registered of Deeds.

The following is endorsed on the original instrument.
 This note herein described having been paid in full, this mortgage is hereby

Recorded Feb. 5th 1923