

MORTGAGE RECORD

This Indenture Made this seventh day of March in the year of our Lord one thousand nine hundred eighteen (1918) between John E. Smith and Jennie Smith his wife of Douglas in the County of Douglas and State of Kansas, of the first part, and Cyrus W. Flory of the second part:

WITNESSETH, That the said part-ies of the first part, in consideration of the sum of Three Thousand (\$3000.00) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part-ies of the second part, their 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: Begin at a stone in the S.W. corner of Sec. 14, T. 24 N., R. 10 E., of the Northeast Quarter, Section 14, Township 24 N., Range 10 E., of the 6th P.M. thence North on the West boundary of the quarter section 135 1/2 feet to the N.W. corner of the quarter section; thence East on the North boundary of the quarter section 174 2 1/2 feet to a stake which is 89 1/2 feet West of the northeast corner of the section; thence South on the line of the fence 115 1/2 feet to the corner of a road owned by H. E. Hager; thence West on the North boundary of said tract 24 1/2 feet to the northwest corner thereof; thence South on the West boundary of said tract 330 1/2 feet to the center of said road 155 1/2 feet to the center of said road 155 1/2 feet to the place of beginning, containing fifty and twenty-two hundredths (50.22) acres of land more or less.

with the appurtenances, and all the estate, title and interest of the said part-ies of the first part therein. And the said John E. Smith and Jennie Smith his wife 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 Three Thousand (\$3000.00) DOLLARS,

according to the terms of one certain promissory note made this day executed by said John E. Smith and Jennie Smith his wife to the said part-ies of the second part; said note being given for the sum of Three Thousand (\$3000.00) DOLLARS, dated March 7 1918, 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 10 coupons of \$70 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-ies 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 Nineteen hundred fifty 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-ies 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-ies of the second part, and all sums paid by the part-ies of the second part for insurance, shall be due and payable or not, at the option of the part-ies of the second part; and it shall be lawful for the part-ies of the second part and their 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-ies of the second part, and their 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 over-plus, if any there be, shall be paid by the part-ies making such sale, on demand, to the said first parties heirs and assigns

IN TESTIMONY WHEREOF, The said part-ies of the first part have well hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of John E. Smith (SEAL.) Jennie Smith (SEAL.)

STATE OF KANSAS } ss. Douglas County }

BE IT REMEMBERED, That on this 21 day of March A. D. 1918, before me, Frank E. Banks, a Notary Public in and for said County and State, came John E. Smith and Jennie Smith his wife 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.

(P.S.) My commission expires Nov 8 1918. Notary Public. This instrument was filed for record on the 21 day of March A. D. 1918, at 4:30 o'clock P.M.

Estlin Northrup Register of Deeds. By Terrell Flood Deputy.

Recorded Sept 2 1919 Estlin Northrup Register of Deeds.

Copy of this instrument is on file in the original instrument and the mortgage is hereby released and the same is hereby discharged. As witness my hand this 21 day of March A. D. 1918.