

WITNESSETH, That the said part scilicet of the first part, in consideration of the sum of

Two Thousand and no/100 Dollars, the receipt of which is hereby acknowledged, have been sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, ~~as well as~~ 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 North West Quarter of the North East Quarter of the South half of the Northeast Quarter of the Tenth East Quarter of Section Two (2) Township Thirteen (13) Range Twenty (20) East of the Sixth P.M.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said part of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises abovegranted 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 Five Thousand DOLLARS.

according to the terms of A certain promissory note this day executed by said parties of the first part
to the said part 1 of the second part; said note being given for the sum of Two Thousand DOLLARS,
dated April 2 1919, due and payable in two years from date thereof,
with interest thereon from the date thereof until paid according to the terms of said note and 4 coupons of
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 all 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 _____

...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 2nd of the second part; and it shall be lawful for the part 2nd of the second part to cause 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 2nd of the second part, to cause 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 over-plus, if any there be, shall be paid by the part 2nd making such sale, on demand, to the said parties of the first part, their heirs and assigns.
IN TESTIMONY WHEREOF, The said part 1st of the first part has hereunto set their hand, seal and seal
the day and year last above written.

Signed, sealed and delivered in presence of

James H. Smith (SEAL)
Grace L. Smith (SEAL)

STATE OF KANSAS }
Douglas County } SS

County)
BE IT REMEMBERED, That on this 2d day of April A. D. 1944
before me, A. H. Haines, a Notary Public
in and for said County and State, came James O. Smith & Son, J. Smith
his wife, wife
to me personally known to be the same person, who executed the within instrument of writing, and subscribed
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 10 1923 Notary Public.
This instrument was filed for record on the 26 day of April A. D. 1919 at 330 o'clock P. M.

_____ Edith M. Thompson _____
Register of Deeds.

By.....Deputy.

said in full, this mortgage is hereby released: and the
 day of April 18th 1922
 I have signed this. _____
Watkins National Bank.
 C. H. Tucker, Pres.

Florp Seal

Recorded April 3 1922
L. H. Gortale 1 with wife
Register of Deeds.

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(L.J.)

James M. Smith _____ (SEAL)
Grace L. Smith _____ (SEAL)