

Leecompton, Kansas party of the second part,  
WITNESSETH, That the said party of the first part, for and in consideration of  
the sum of Two Hundred Seventy Five and No/100 Dollars, to him in hand paid by the  
by the said party of the second part, the receipt whereof is hereby acknowledged,  
has Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell,  
Convey and Confirm, unto the said party of the second part, and to its heirs and  
assigns, forever, all of the following-described tract, piece, or parcel of land,  
lying and situate in -----County of Douglas and state of Kansas, to wit:  
Beginning 44 rds. North of SW cor. of Sec. 34, Twp. 11, south of Range Eighteen  
East of the 6th P.M., thence east 36 1/2 rds. or to the West of Simmons St., thence  
North 19 rds., thence west 36 1/2 rds. to west line of SE 1/4 Sec. 34, thence South 44ft.  
11 in., ~~11 in.~~, west into SW 1/4 Sec. 34, 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 208ft. 7 in. to place of beginning.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of' homestead exemption, unto said party of the second part, and to its heirs and assigns, forever. And the said party of the first part 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 in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said Harley E. Smith justly indebted unto the said party of the second part in the principal sum of Two Hundred Seventy Five and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Harley E. Smith and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered----- executed and delivered by the said Harley E. Smith bearing date Nov. 23, 1917, and payable to the order of the said State Bank of Leocompton Three years after date, at State Bank of Leocompton, Leocompton, Kansas with interest thereon from date until maturity at the rate of 8 per cent. per annum, payable semi-annually on the 23 days of May and November in each year and 10 per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to one said principal note, and of even date therewith, and payable to the order of said State Bank of Leocompton, Leocompton, Kansas.at-----.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issued and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured --- fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of ----- Dollars; loss if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said party of the first part hereby agrees that if the maker of said note shall fail to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

Recorded Oct 9 1968

Gold Polishing  
Register of Jewels

Register of Occurrences

Coop. Sch.  
p. 2

*J. H. Francis*

The following was stated in the original instrument  
from Arthur J. Stone Grant, that said Robt J. Stone, Grant, claims the within named  
the said acknowledged full payment of the note by the paying money to himself and nothing to the  
said Robt J. Stone Grant, having the note by the same person  
The within Receipt I have drawn out and signed on this the 7 day of Oct. A.D. 1918.

(Robt. Stone)  
Robt J. Stone Grant