

MORTGAGE RECORD.

This Indenture, Made this 19th day of August, A. D. 1924, between
James J. Smith and Ollie Smith, his wife.

Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, of Lawrence Kansas, of the second part:

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

Seventy Six Hundred DOLLARS,

receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the

following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The South East quarter (SE 1/4) of the South West Quarter (SW 1/4) of Section Number Five (#5) in Township No. 13 (#13) of Range No. Twenty (#20) containing forty (40) acres, more or less

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: Said parties of the first part are justly

indebted unto the said party of the second part in the principal sum of Seventy Six Hundred Dollars,

payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date

August 19th 1924 and payable to the order of the said party of the second part, on the 19th day of

August 1929 with interest thereon from date until maturity at the rate of

six per cent. per annum, payable semi-annually, on the 19th days of February and August in

each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by then interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure and keep insured the buildings on said real property against loss by fire in the sum of \$5,000.00 and against loss by tornado in the sum of \$5,000.00 for the period of this loan or any renewal or extension thereof in some reputable insurance company or companies for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

James J. Smith
Ollie Smith

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 19th day of August, A. D. 1924, before me, the

undersigned, a Notary Public, in and for the County and State aforesaid, came

James J. Smith and Ollie Smith, his wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires March 22, 1926.

J. J. Lawrence Jr, Notary Public.

Filed for Record on the 19th day of Aug. A. D. 1924 at 4:00 o'clock P.M.

Da E. Wellman, Register of Deeds.

, Deputy.

The following is endorsed on the original instrument:

Received of James J. Smith by Peoples State Bank Lawrence, Kans. the legal holder and owner of the note secured in the within mortgage the sum of Seventy Six Hundred Dollars, which is hereby acknowledged and released, in full satisfaction of the said mortgage, which is hereby discharged and released, and the said mortgage is hereby declared null and void.

Recorded 3rd Oct 1924

State of Kansas

Register of Deeds

See Affidavit when Book 140 page 215.

The following is endorsed on the original instrument:

Received of James J. Smith by Peoples State Bank Lawrence, Kans. the legal holder and owner of the note secured in the within mortgage the sum of Seventy Six Hundred Dollars, which is hereby acknowledged and released, in full satisfaction of the said mortgage, which is hereby discharged and released, and the said mortgage is hereby declared null and void.