

MORTGAGE RECORD—59.

This Indenture, Made this third day of Jan in the year of our Lord one thousand nine hundred Twenty, between John E. Smith as Jennie Smith his wife of Lone Star in the County of Douglas and State of Kansas, of the first part, and Lone Star State Bank of the second part:

Witnesseth, That the said part 1 of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, he do sell, grant, bargain, sell and mortgage to the said part 2 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: South half of South East fourth of Sec. Seventeen (17) Township (14) Range (13) containing Eighty acres more or less.

with the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said part 1 do ce 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 Fifteen hundred DOLLARS,

according to the terms of one certain promissory note, this day executed by said John E. Smith and wife

to the said part 2 of the second part; said note being given for the sum of Fifteen hundred DOLLARS,

dated Jan 31 1920, due and payable in 5 year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 48.75 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 1 of the first part hereby agreed 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 1 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 2 of the second part, and all sums paid by the part 2 of the second part for insurance, shall be due and payable or not, at the option of the part 2 of the second part; and it shall be lawful for the part 2 of the second part, 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 2 of the second part, 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 2 making such sale, on demand, to the said heirs and assigns.

In Testimony Whereof, The said part 1 of the first part has his hereunto set his hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

John E. Smith (SEAL)
Jennie Smith (SEAL)

STATE OF KANSAS,
Douglas County, ss.

Be it Remembered, That on this 3 day of Jan A. D. 1920, before me, H. H. Ulrich a Notary Public in and for said County and State, came

(L.S.)

John E. Smith & Jennie Smith his wife
who do 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 May 4 1921 H. H. Ulrich Notary Public.

This instrument was filed for record on the 6th day of January A. D. 1920, at 2:20 o'clock P.M.

Estelle Northrup Register of Deeds.
By _____ Deputy.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
A witness my hand this 23 day of Jan A. D. 1925
Lone Star State Bank
W. H. Ulrich, Cashier

Recorded Feb 27 1925 W. C. McManis (Seal)
Notary of Douglas