

MORTGAGE RECORD—59.

This Indenture, Made this First

This Indenture, Made this First day of October in the year of our Lord one thousand nine hundred and twenty one between Clarence A. Smith, a single man of complexion, Douglas County, and Harley E. Smith, a single man of Topeka in the County of Shawnee and State of Kansas, of the first part, and The First Bank of Shawnee

Witnesseth, That the said part 22 of the first part, in consideration of the sum of

One thousand and no/100
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, 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: Beginning at 4th road north of south-west corner of southeast quarter of section 34, Township 16 Range 15, thence East 30 1/2 rods to the west side of Lawrence street thence North 40 degrees 30 minutes West 30 1/2 rods to west line of south-east quarter Section 34, thence South 44 ft 11 inches west into south-west quarter section 34, 255 ft 7 inches, thence west 15 degrees south 255 ft 7 inches thence south 46 8 ft, thence East 208 ft 7 inches North 210 ft 4 inches, East 208 ft 7 inches to beginning.

with the appurtenances, and all the estate, title and interest of the said part 44 of the first part therein. And the said _____

first parties
agree that at the delivery hereof they 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 One thousand DOLLARS according to the terms of one certain promissory note on this day executed by said

to the said part first parties of the second part; said note being given for the sum of _____

One Thousand DOLLARS,
dated Oct 1st 1921, 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 of 40 coupons of Forty 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 1st 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 as much as One thousand 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 then remaining unpaid or which may have been paid by the part 2d of the second part, and all sums paid by the part 2d of the second part for insurance, shall be due and payable or not, at the option of the part 2d of the second part; and it shall be lawful for the part 2d 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 2d of the second part, to the satisfaction of the court, 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 2d making such sale, on demand, to the said first parties their heirs and assigns.

In Testimony Whereof, The said part 1st of the first part has 2d hereunto set their hand and seal 2d the day and year last above written.

Signal, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County, } 33

So it Remembered, That on this 12 day of Nov, A. D. 1921, before me,
J. H. Kreider, a Notary Public in and for said County and State, came
Clarence H. Smith

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 Jan. 8 1922 J. H. McLean Notary Public.

~~This instrument was filed for record on the _____ day of _____, A. D. 19____, at _____, in the _____ M.~~

State of Nevada } ss.
Douglas County }

Be it remembered, that on this 24th day of Nov. A. D. 1921 before me, J. H. Nixson a Notary Public in and for said County and State, came Herley E. Smith, here 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 Jan. 8th 1922. (S.L.)

Recorded Dec. 10, 1921,
At 8:15 o'clock A.M.

Estelle Northrop
Printer of Deeds

Ferne Flora
Deputy

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby

to witness my hand this 2nd day of April A. D., 1938.

Attest: (Corp Seal) State of Kentucky December 7, 1979

Recorded - April 2nd 1938

Harold A. Beck

Register of Deeds,