

## MORTGAGE RECORD - 59.

This Indenture, Made this 3rd day of April in the year of our Lord one thousand nine hundred & twenty-two James H. Smith and Grace L. Smith, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and Nathaniel National Bank of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of Two Thousand DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sell sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part, its successors 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 and the South half of the North East quarter of the North East quarter of Section Five (5) 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 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 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 Two 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 2d of the second part; said note being given for the sum of Two Thousand DOLLARS,

dated Lawrence, Mo. April 3, 1922, due and payable in five year 5 from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of seventy 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 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 Two 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 thereon 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, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the part 2d of the second part, its successors 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 of the second part, 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 have hereunto set their hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

C. H. Tucker

STATE OF KANSAS,

Douglas County,

James H. Smith

Grace L. Smith

Be It Remembered, That on this 3rd day of April 1922 before me, G. F. Linn Notary Public in and for said County and State, came James H. Smith and Grace L. Smith, his wife,

to me personally known to be the same person as 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 April 10 1923 G. F. Linn Notary Public.

This instrument was filed for record on the 3 day of April A. D. 1922, at 11:45 o'clock A. M.

E. H. Marsh

Register of Deeds.

By Gene Buckner Deputy.

The following is endorsed on the original instrument.  
This note herein described having been paid in full, the mortgage is hereby released and the lien thereby created is extinguished.

As witness my hand this 30 day of March A. D. 1923  
Nathaniel National Bank  
C. H. Tucker, Cash

Attest:

(Conf. Seal)

Recorded March 30 1923  
Dea C. Wellman  
Register of Deeds