

MORTGAGE RECORD NO. 60

This Indenture, Made this 13th day of July in the year of our Lord one thousand nine hundred and twenty one, between George S. Smith, Mathilda Smith, his wife of this city of Louisiana in the County of Douglas and State of Kansas, of the first part, and August Blair of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of One hundred and fifty five DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have well sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part his 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: Lot numbers One hundred and twenty three (123) One hundred and twenty five (125) and One hundred and twenty seven (127) in Mississippi block in the City of Lawrence, said County and State.

The mortgagors agree to keep buildings on premises insured against fire, lightning and wind to the extent of their insurable value in a company approved by this mortgagee with clause attached making loan payable in said mortgagee or his assigns as interest may appear and failing to do so holder of mortgage may have same insured and cost of so doing added to the mortgage.

with all the appurtenances, and all the estate, title and interest of the said part first 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 of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances as a mortgagee from one Peter Capital taken in form of a warranty deed, but in reality a mortgage, which it was, given to secure a loan of money on this mortgage to take subject to the claims of said Peter Capital and to have against it and only.

This Grant is intended as a Mortgage to secure the payment of the sum of One hundred and fifty five Dollars according to the terms of one certain note this day executed

and delivered by the said parties of first part to the said part second of the second part for payable six months after date with interest thereon according to the terms of said note.

and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part second of the second part his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part second making such sale, on demand, to said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part have well hereunto set their hand, and seal at the day and year first above written.

Signed, Sealed and Delivered in the presence of George S. Smith (SEAL) Mathilda L. Smith (SEAL) Jessie Watt (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 13th day of July A. D. 1921, before me, Jessie Watt a Notary Public in and for said County and State, came George S. Smith and Mathilda Smith, his wife to me personally known to be

(S.S.) the same person who who executed the foregoing instrument and duly acknowledged 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 March 30 1921 Jessie Watt Notary Public.

Filed for Record the 27th day of Jan A. D. 1922 at 8:40 o'clock AM. Estelle Northrup Register of Deeds Deputy.

This mortgage is hereby acknowledged and the same is hereby acknowledged and the same is hereby acknowledged.

August Blair

Jessie Watt

Recorded June 30 1921

Lester M. Smith & Son

Notary of Deeds

Lester M. Smith & Son

This mortgage is hereby acknowledged and the same is hereby acknowledged.

1922

Recorded June 16