

MORTGAGE RECORD

of our Lord one thousand nine

Steam

DOLLARS

Kansas, party of the second

witness:

John Lane

d on the

(21 1/2)

close (12)

first part, as evidence by one

the order of the said party of

Dollars,

a to

ing to interest coupons there-

ce, Kansas, and also promise

covered by this bond and

find whatsoever, and same to

party of the second part, its

assigns or successors, may

that may become liens upon

continuance of this loan.

or sums of money as may

to extinguish or remove any

cent. per annum from the

which said sum or sums of

he same manner as the said

to become due herein speci-

covenants or agreements

party of the second part, its

its and profits thereof, and

by, its assigns or successors,

option of the legal holder

and year first above written.

(SEAL)

(SEAL)

on this twelfth

and

the foregoing mortgage as

(SEAL)

(SEAL)

Notary Public.

M.

Register of Deeds.

Deputy.

This Indenture.

Made this 2nd day of October

hundred and twenty-three

in the year of our Lord one thousand nine

WITNESSETH, that L. A. Smith and W. H. Smith Jr. her husband

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of

Five Thousand

DOLLARS

Conveys and Warrants to THE MERCHANTS LOAN AND SAVINGS BANK, of Lawrence, Douglas County, Kansas, party of the second

part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

The East Half of the North East Quarter of the North East

Quarter of Section Thirty Three (33) Township Twelve (12)

Range Nineteen (19) containing twenty acres more or less

to secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one

certain Bond No. of even date herewith in and by which said bond the party of the first part promises to pay to the order of the said party of

the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Five Thousand Dollars,

on October 2, 1924 with interest at the rate of 2 1/2 per cent. per annum from date

until maturity at 2 1/2 per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons there-

for thereunto attached, both principal and interest being payable at the office of THE MERCHANTS NATIONAL BANK, Lawrence, Kansas, and also promise

and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and

secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to

be collected in like manner as if the full time provided in said bond had expired.

It is Herby Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its

assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may

direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon

said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may

have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any

prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the

time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of

money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said

principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein speci-

fied, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements

herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its

assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and

the said bond with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors,

with the aforesaid interest thereon, shall, thereupon, each and everyone of them, become and be at once due and payable at the option of the legal holder

hereof.

In Testimony Whereof, The said party of the first part hereunto set their hands and seals on the day and year first above written.

L. A. Smith

(SEAL)

W. H. Smith Jr.

(SEAL)

STATE OF KANSAS, Douglas COUNTY, ss:

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 17th

day of October A. D. 1923 personally appeared before me L. A. Smith and W. H.

Smith Jr. her husband

to me personally known to be the identical person who executed and whose name are affixed to the foregoing mortgage as

grantor, and acknowledged the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

L. S.

Commission expires Jan. 27, 1927

F. C. Whipple

Notary Public.

Filed for Record on the 18th day of Oct. A. D. 1923 at 11:00 o'clock A. M.

H. E. Wellman

Register of Deeds.

Deputy.