

ments of Seventeen 50/100.....DOLLARS each, the first installment payable on the 1st day of October 1922, the second installment on the 1st day of November 1922 and one installment on the 1st days of each month in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any of said installments when due, or any part thereof, then all Unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisal waived at option of first mortgagee.

Now if said Tilla E. Smith and J.D. Smith shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void: and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part, have hereunto set their hands the day and year first above written.

ATTEST:

Tilla E. Smith
J.D. Smith

STATE OF KANSAS,
Douglas County } SS:

Be It Remembered, That on this 19 day of Sept. A.D. 1922 before me W.M. Clark a Notary Public in and for said County and State, came Tilla E. Smith and J.D. Smith her husband 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.

W.M. Clark
(L.S.) Notary Public

My Commission expires May 15 1923.

Recorded October 11th 1922.
At 11:20 o'clock A.M.

Estelle Northrup Duffer
Register of Deeds

E. Balliett
Deputy.

KANSAS REAL ESTATE FIRST MORTGAGE.

This Indenture Made October 10, 1922 by and between Fred G. Alford, and Florence H. Alford, his wife, contracting in her own right, of the County of Douglas State of Kansas parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand (\$2,000.00) DOLLARS, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby SELL AND CONVEY unto the said second party, its successors or assigns, the following described real estate; situated in the County of Douglas and State of KANSAS, to-wit:

The Southeast quarter of the Northwest quarter and the East half of the East half of the Southwest quarter, less railroad right of way, of Section One (1) in Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing in all Seventy-eight (78) acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to

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