

STATE OF OKLAHOMA)
COUNTY OF PAWNEE) ss.

On this 16th day of March 1923, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said County and State, personally came P. Gussie Kuhn, wife of Frank E. Kuhn to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be her voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

(L. S.)

C. C. Schmelzel

Notary Public

My commission expires July 26 1924.

Recorded March 20, 1923

At 11:30 O'clock A.M.

John E. Williams

Register of Deeds

John E. Williams

Deputy.

M O R T G A G E

THIS INDENTURE, Made this 1st day of February in the year of our Lord nineteen hundred and Twenty three by and between James W. Smith and Grace L. Smith, husband and wife of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Eight Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter of Section Five (5), except the North half of the North east Quarter of the Northeast Quarter of said Section Five (5); Also, beginning at the Northeast corner of the Southeast Quarter of said Section Five (5); thence South Forty (40) rods; thence West Eighty (80) rods; thence North Twenty (20) rods; thence East Fifteen (15) rods; thence North Twenty (20) rods to the North line of said Quarter Section; thence East Sixty-five (65) rods to the place of beginning. All in Township Thirteen (13) Range Twenty (20), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same with all and singular the hereintents, thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Eight Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of February 1928 to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable semi-annually, on the first days of February and August in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of ----- Dollars, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by the mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection at the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or out standing title, lien or incumbrance on the premises hereby conveyed, or may pay any unpaid taxes or assessments charged

The following is endorsed on the original instrument.
 The Amount of this Mortgage was paid in full
 and the same is hereby acknowledged by the parties
 to this Indenture on the 1st day of March 1923
 at the City of Oklahoma, Oklahoma Territory.
 John E. Williams, Register of Deeds
 Henry G. Reeves, Deputy

March 19 1923
 John E. Williams
 Register of Deeds

The following is endorsed on the original instrument.
 W. E. Smith
 Clerk of the District Court of Douglas
 County, Oklahoma