

MORTGAGE

THIS INDENTURE, Made this 1st day of February in the year of 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 CO., party of the second part:

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

The Northeast Quarter of Section Five (5), except the North Half of the Northeast 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 place of beginning. All in Township Thirteen (13), Range Twenty (20), East of the Sixth Principal Meridian.

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever, free and clear of all incumbrances except one mortgage of even date herewith for \$8000.00, maturing February 1, 1928.

Provided Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their 10 certain promissory notes in writing to said party of the second part, for the sum of \$40.00 each, due on or before the first days of February and August in each year for five consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of the --- CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of the Central Trust Co., in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity,

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes 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 sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or 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, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payment necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

James W. Smith

Grace L. Smith

State of Kansas; Douglas County, SS:

Be It Remembered, That on this 21st day of February A.D. 1923, before me, the undersigned, a Notary Public; in and for the County and State aforesaid came James W. Smith and Grace L. Smith his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

Commission expires Mar. 20, 1924

Recorded March 20th, 1923.

At 4:40 o'clock, P.M.

D. C. Asher, Notary Public.

D. C. Asher

Register of Deeds.

The following is endorsed on the original instrument:
This mortgage has been paid in full, and the same is hereby acknowledged and cancelled this 17th day of March, A.D. 1928.

Recorded March 19, 1923
D. C. Asher, Notary Public
Register of Deeds.

The Original was compared to the original instrument by Clerk of the District Court of Douglas County, Kansas.

The following is compared to the original instrument:

W. B. Smith

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the mortgage herein recorded was made by said Court, on the 17th day of March, 1928.

ATTEST:
John Callahan

The mortgage on this page recorded was cancelled, changed in the judgment rendered in action No. 1535 of the District Court of Douglas County, Kansas.