

28 rods, thence West 12 $\frac{4}{13}$ rods, thence North 38 rods, thence East 28 $\frac{4}{13}$ rods, to place of beginning containing about three and seven eighths (3 $\frac{7}{8}$) acres. Also except the following tract: beginning 26 rods North of the Southeast corner of said quarter section, thence west 52 $\frac{1}{2}$ rods, thence North 61 $\frac{1}{2}$ rods, thence East 52 $\frac{1}{2}$ rods, thence South 51 $\frac{1}{2}$ rods to place of beginning and containing about twenty (20) acres. Also except the following tract: beginning at the southwest corner of said quarter section, thence East 107 $\frac{1}{2}$ rods, thence North 48 rods, thence West 107 $\frac{1}{2}$ rods, thence south 48 rods to beginning, and containing about thirty two and one third (32 $\frac{1}{3}$) acres the above land aggregating two hundred forty eight and forty one hundredths (248.41) acres more or less.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

Provided, That whereas said mortgagors Howard H. Smith and Grace Smith, his wife, are justly indebted unto said mortgage in the principal sum of Five Thousand and no/100 Dollars, for a loan thereof made by said mortgage to said mortgagors and payable with interest at the rate specified in and according to the tenor and effect of the certain promissory note executed by said mortgagors, of even date herewith, payable to the order of said bank, both interest and principal being payable on an amortization plan in Sixty-six semi-annual installments, the first installment being due on August first, A.D. 1924, and a like sum due semi-annually thereafter on the 1st day of February and August of each year according to the terms and conditions of said note, by which the entire principal and interest shall be fully paid, all on the amortization plan and in accordance with the amortization tables provided by the Federal Farm Loan Board, together with interest at the rate of eight per cent per annum on any installments of principal, which shall not have been paid when due. Both principal and interest being payable at the office of Kansas City Joint Stock Land Bank, in Kansas City, Mo., If said mortgagors shall pay the aforesaid indebtedness, both principal and interest according to the tenor of said note, as the same shall mature and shall keep and perform all the covenants and agreements of this mortgage, as the same shall mature and become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien; and further to pay any recording fee or tax or assessment or charge that may be levied assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns in a sum not less than -----Dollars, payable in case of loss to mortgagee or assigns upon the mortgage indebtedness all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance fire, tornado or both--should mortgagors default in so doing and to advance the money therefor and to repay such advances with interest at the rate of ten per cent per annum mortgagors pledge themselves and the lien of this mortgage shall extend thereto.

Said mortgagors hereby assign to Kansas City Joint Stock Land Bank all rents and incomes derived at any and all times from the property mortgaged to secure said note and hereby authorize the said bank at its option to take charge of said property collect and receipt for all rents and income and apply the same on all payments insurance premiums taxes assessments repairs or improvements necessary to keep the property in tenable condition or other charges provided for in said note provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof and no demand for the fulfillment of broken obligations or conditions and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes take out insurance collect rents or perform any other acts in case of default of mortgagors shall be optional with the holder of said mortgage indebtedness and not obligatory upon him.

Witness our hands this first day of February 1924

Executed and delivered in presence of
A. F. McClanahan

Howard H. Smith
Grace Smith

State of Kansas)
Douglas County) SS:

On this 2nd day of February 1924 before the undersigned Notary Public in and for said County and state personally came Howard H. Smith and Grace Smith his wife to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the execution of the same.

Witness my hand and notarial seal.

(L.S.)

A. F. McClanahan
Notary Public

My Commission expires Apr. 20, 1925

RELEASE.

From
Pioneer Mortgage Co.
To
Thomas E. Hill, et al.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 5th day of February, A.D. 1924, at 10:45 A.M.

By *Joe. Williams*
Register of Deeds.
Deputy.

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage made by Thomas E. Hill and Tessie D. Hill, his wife, of -----One Hundred Twenty Five DOLLARS----- to The Pioneer Mortgage Company, of Topeka, Kansas, dated the 9th day of December, A.D. 1918, which is recorded in Book 57 of Mortgages, page 244 of the records of Douglas County, Kansas, on the following-described real estate:

West fifty (50) acres of the North half of northwest quarter (N $\frac{1}{2}$ W $\frac{1}{4}$) of section 34, township 14, range 20.

Satisfaction of such mortgage is hereby acknowledged by the undersigned, and the same is hereby released. Dated this 4th day of February, 1924.