

# MORTGAGE RECORD 67

51

## FIRST MORTGAGE.

FROM  
Fred C. Smith and Mary Smith  
To  
The Liberty Life Insurance Company

State of Kansas, Douglas Countyss  
This instrument was filed for  
record this 23<sup>rd</sup> day of February  
A. D. 1925, at 3:10 o'clock P. M.

*John E. McCallum*  
Register of Deeds.

By-----Deputy

This Indenture, Made this thirteenth day of February, in the year of our Lord nine-  
teen hundred and twenty-five between Fred C. Smith and Mary Smith, Husband and Wife, (being of lawful  
age) of the County of Douglas, and State of Kansas, of the first part, and The Liberty Life Insurance  
Company, of Topeka, Kansas, of the second part,  
WITNESSETH, That the parties of the first part, in consideration of the sum of \$4000.00 FOUR THOUSAND  
DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these  
presents do grant, bargain, sell and convey to the said party of the second part, its heirs and assigns  
forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas,  
described as follows, to wit:

The West Half of the Northwest quarter of Section Three (3) Township Twelve (12)  
Range Eighteen(18) with the appurtenances and all the estate, title and interest of the said parties  
of the first part therein. 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 incumbrance; that they have  
good right to sell and convey said premises, and that they will WARRANT AND DEFEND the same against  
the lawful claims of all persons.

THIS GRANT IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF \$4000.00  
FOUR THOUSAND DOLLARS, and interest thereon, according to the terms of a certain mortgage note with in-  
terest notes attached thereto; this day executed by the said Fred C. Smith and Mary Smith, payable to  
The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka,  
Kansas, with interest payable semi-annually on the first day of March and September in each year. The  
parties of the first part agree that they will pay all taxes and assessments upon said premises before  
they shall become delinquent, and they will keep the buildings on said property insured for \$3200.00  
in some approved Insurance Company, payable; in case of loss, to the mortgagee or assigns, and deliver  
the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void,  
and shall be released upon demand of the parties of the first part. But if default be made in the pay-  
ment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments  
as provided, or if default be made in the agreement to insure, then this conveyance shall become ab-  
solute, and the whole of said principal and interest shall immediately become due and payable at the  
option of the party of the second part, and in case of such default of any sum covenanted to be paid,  
for the period of ten days after the same becomes due, the said first parties agree to pay to said sec-  
ond party or its assigns, interest at the rate of ten per cent. per annum, computed semi-annually on  
said principal note, from date thereof to the time when the money shall be actually paid and any payments  
made on account of interest shall be credited in said computation, so that the total amount of interest  
collected shall be, and not exceed the legal rate of ten per cent. per annum, but the party of the sec-  
ond part may pay any unpaid taxes charged against said property, or insure said property if default  
be made in keeping up insurance and may recover for all such payments, with interest at ten per cent.  
per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the  
second part, its executors, administrators or assigns, at any time thereafter to sell the premises  
hereby granted, or any part thereof, in the manner prescribed by law, Appraisal Waived or not at the  
option of the party of the second part, and out of the moneys arising from such sale to retain the amount  
then due, or to become due, according to the conditions of this instrument, and interest at ten per cent  
per annum from the time of said default until paid, together with the costs and charges of making such  
sale, to be taxed as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part ha--- hereunto set their hands  
and seals the day and year first above written.

Fred C. Smith  
Mary Smith

## ACKNOWLEDGMENT

STATE OF KANSAS  
SS  
COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 13<sup>th</sup> day of February A. D. 1925 appeared before me, a  
Notary Public in and for said County and State, Fred C. Smith and Mary Smith, husband and wife to me  
personally known to be the same persons who executed the foregoing mortgage, and duly acknowledged  
the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year  
last above written.

L. S.

John C. Emick  
Notary Public.

My commission expires January 13, 1928.

*Instrument recorded Feb 23, 1925*

*This note having been duly paid in full, this mortgage is  
hereby released and the lien thereby created discharged  
this 14th day of Feb 1925  
By M.C. McCallum, Register of Deeds  
(Corp. Seal)*

*The within  
instrument was  
recorded in  
the office of  
the Register of  
Deeds of  
Douglas County,  
Kansas, on  
Feb 23, 1925  
at 3:10 P.M.  
John E. McCallum  
Register of Deeds*