

MORTGAGE RECORD 67

471

KANSAS DEEDS RECORD STATIONERY CO. KANSAS CITY, MO. 64114

in and for said county and state came H.L. Wood to me personally known to be the same person who executed the foregoing assignment 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.

LS
My commission expires Aug. 4th, 1930.

T.F. Skinner
Notary Public

From
Margaret B. Smith
To
Liberty Life Ins. Co.

MORTGAGE

State of Kansas, Douglas co. ss
This instrument was filed for record Dec. 2, 1926, At 11:30 A.M.

J. S. Callahan
Register of Deeds

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This Indenture, Made this twentieth day of November, in the year of our Lord nineteen Hundred and twenty six between Margaret Buchanan Smith and Al. E. Smith husband and wife 'being Insurance Company of Topeka, Kansas of the second part.

Witnesseth, That the parties of the first part in consideration of the sum of \$5000 Five Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged have sold and conveyed unto the said party of the second part and to their 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 south half of the southwest quarter and the northeast quarter of the southwest quarter and the east half of the northwest quarter of the south west quarter of section no. twenty (20) in Township No. twelve (12) Range no. Nineteen (19) 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 incumbrances; and 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 \$5000. Five Thousand Dollars and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto this day executed by the said parties of the first part 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 the June and December 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 \$5000 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 payment 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 absolute 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 second 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 second 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 have hereunto set their hands and seals the day and year first above written.

Margaret Buchanan Smith
Al E. Smith

State of Kansas }
County of Douglas }SS

Be it remembered, That on this 30 day of November, A.D. 1926 appeared before me a Notary Public in and for said county and state, Margaret Buchanan Smith and Al E. Smith her husband to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledge 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.

F.B. Dodds
Notary Public

LS
My commission expires January 23rd, 1929.

ATTEST:

J. S. Callahan
Register of Deeds

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the mortgage herein recorded and was made by said Margaret Buchanan Smith and Al E. Smith her husband on the 24th day of November, 1926, and that the same is duly recorded in Journal 2203 at page 1250.
Witness my hand this 24th day of December, 1926.
John Callahan
Clerk District Court.