

FROM

Ellen M. Smith et vir
TO

Z. H. Tibbetts

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of

July A. D. 1925, at 10:45 AM M.

By *Geo. E. Melman* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 18th day of July, in the year of our Lord, one thousand nine hundred and twenty-five between
 Ellen M. Smith and J. J. Smith, her husband
 of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and
 Z. H. Tibbetts part y of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Three Thousand Five Hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, and State of Kansas, to-wit:

Commencing at the Southwest corner of Lot One Hundred Forty-four (144) on Kentucky Street in the City of Lawrence, thence running North Forty (40) feet, thence East Ninety-five (95) feet; thence South Forty (40) feet; thence West Ninety-five (95) feet to place of beginning, according to the recorded plat thereof,

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies 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 against all claims making lawful claim thereto. It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the less, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% in the date of payment and fully repaid.

THIS GRANT is intended as a mortgage, to secure the payment of the sum of ----- DOLLARS, according to the terms of promissory note for the payment of said sum of money, executed on the 18th day of July 1925, and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein provided, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said writing obligation, for the security of which the indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y of the second part to the first part ies of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part ha ve hereunto set their hands and seal the day and year last above written.

Ellen M. Smith (SEAL)

J. J. Smith (SEAL)

STATE OF Kansas
 COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 18th day of July A. D. 1925, before me, a Notary Public in the aforesaid County and State, came

Ellen M. Smith and J. J. Smith, her husband,

L.S. to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My Commission Expires on the 8th day of August 1925 Ethel F. Hull Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of July 1925.

Copy Seal

James State Bank Lawrence, Kansas
By J. J. Smith Jr. Vice Pres. Mortgage Owner.

for Extension see my 208 mfg 24

Reg. No. 924
 Fee Paid. 8 25

This Release was written on the original mortgage & returned this 31st day of July 1925.
For Assignment Book 67 p. 544-

Reg. No. 57
 Fee Paid.