

MORTGAGE RECORD 69

SAMI DODD NORTH STATIONERY CO KANSAS CITY MO MISSI

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of

Aug. A.D. 1925, at 2:15 P.M.

By

Deputy.

Herod K. Smith

TO

Watkins Nat'l. Bank

THIS INDENTURE, Made this 12 day of August

hundred and twenty five between

Herod K. Smith, a widower.

of Gentryville

in the County of Gentry

and State of Missouri

part y of the first part, and

Watkins National Bank

part y of the second part.

WITNESSETH, that the said part y

DOLLARS, to him duly paid, the receipt of

which is hereby acknowledged, ha s sold, and by this indenture do es Grant, Bargain, Sell and Mortgage to the said part y of the second part,

to following described real estate situated and being in the County of _____ and State of Kansas, to-wit:

The south half of the northeast quarter of section twenty three (23) Township
thirteen (13) Range twenty (20) East of the sixth P.M.

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

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance, free and clear of all incumbrances.

And that he will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part y 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 becomes due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum and by such

insurance or policy 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 the

interest. And in the event that said part y 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% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

One Thousand

DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 12th day of August 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 y

of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, 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 or said real estate are not kept as insured against fire and tornado in such sum and by such insurance or policy as shall be specified and directed by the part y of the second part, then this covenant shall become absolute and the whole sum remaining

unpaid, and all of the obligation provided for in said written obligation, for the security of which this 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 to sell the premises hereby granted, or any part thereof,

in the manner provided by law and out of all money arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the

overplus, if any there be, shall be paid by the part y making such sale, on demand, to 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 have

in, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part y of the first part has hereunto set his hand and seal the day and year last above written.

Herod K/ Smith

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 12th day of August A.D. 1925, before me, a

Notary Public in the aforesaid County and State, came

Herod K. Smith, a widower

L.S.

to me personally known to be the same person who executed the foregoing instrument 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.

My Commission Expires on the 10 day of April 1925 A. F. Flinn 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 28 day of July 1927.

corp. seal

One Star State Bank
L. B. Rachel - cashier
Mortgagee. Owner.

999
250
Rec. No.
Fee Paid

For Assignment
See Book 67
Page 450.

This Release
was written
with the original
Mortgage
entered
this 28
day of July
1927
Joa E. Wellman
Rec. of Deeds
County