

Reg. No. 2276
Fee Paid, \$ 1.00

MORTGAGE RECORD-73

FROM

B. Frank Bateson and wife

TO

William H. Smith and wife

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 13 day of

Nov. A. D. 1933, at High Noon P. M.

E. C. Cunningham Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 1st day of November, in the year of our Lord one thousand nine hundred Thirty-three, between B. Frank Bateson and Ruth M. Bateson, his wife,

of Lawrence in the County of Douglas and state of Kansas, of the first part, and William H. Smith and Felitha Jane Smith, his wife,

of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Hundred Seventy-one & no/100 (\$371.00) to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning Twenty (20) Rods East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section Twenty-nine (29), Township Twelve (12), Range Twenty (20); thence East Four (4) rods; thence North Twenty (20) rods; thence West four (4) rods; thence South Twenty (20) rods to place of beginning in that part of the City of Lawrence known as North Lawrence, all in Addition No. Eight (8)

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 that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Three Hundred Seventy One (\$371.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part

Said note being given for the sum of Three Hundred Seventy-One (\$371.00) DOLLARS, dated November 1, 1933, due and payable in monthly installments of \$10.00 each from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons thereto attached, and as hereinafter specified. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Three Hundred & no/100 (\$300.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, their executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the parties of the second part, their executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the parties of the second part, on demand, to the said parties of the first part, their heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have, hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

B. Frank Bateson (SEAL)

Mrs. Ruth M. Bateson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 1st day of November, A.D. 1933, before me, the undersigned, a Notary Public in and for said County and State, came B. Frank Bateson and Ruth M. Bateson, his wife,

Legal

Seal (Seal)

to me personally known to be the same person(s) who executed the foregoing instrument of writing 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.

I. C. Stevenson Notary Public.

My commission expires Oct. 18, 1936.

This Release
was written
on the original
of the mortgage
and the fee
thereof was
paid to the
Register of
Deeds on the
13 day of
November, 1933.
As witness my hand this 16 day of March, A. D. 1935.

Witness my hand this 16 day of March, A. D. 1935.
William H. Smith
Felitha Jane Smith
By W. H. Smith

Notary Public
I. C. Stevenson
Douglas County, Kansas