

NOW, If the said Hazel M. Smith and Maywood Smith shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immediately become due and payable; and upon forfeiture of said Mortgage or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said note and the additional sums paid by virtue of this Mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of----- Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name and the premium of premiums, costs, charges and expense for effecting the same shall be an additional lien on said mortgaged property, all of which sums with 8 and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said parties of the first part hereby covenant and agree that at the delivery hereof of said Hazel M. Smith is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of

Hazel M. Smith  
Maywood Smith

STATE OF KANSAS,  
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 18th day of January 18, A. D. 1930 before me, the undersigned a Notary Public in and for the County and State aforesaid came Hazel M. Smith and Maywood Smith her husband who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Legal Seal

Term Expires Jan. 13, 1933

Wm M. Holliday Notary Public

Recorded January 18, 1930 A. D. at 2:30 P. M.

*Chas E. Brumby* Register of Deeds

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The following is endorsed on the original instrument in Mortgage Book 70 Page 57.

For Value Receiver, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to The Fraternal Aid Union, Lawrence, Kansas, January 18th, 1930.

CORP SEAL

The Central Trust Co.,  
By J. E. Merriam, Vice-President.

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 18th day of January 1930, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came E. J. Merriam Vice President of the Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LEGAL SEAL

Commission expires March 5th 1932.

Helen M. Goodyear, Notary Public.

Recorded January 20th, 1930 A. D. at 8:20 A. M.

*Chas E. Brumby* Register of Deeds.

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