

acknowledged the execution of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

WITNESS my hand and Notarial Seal on the day last above written.  
My commission expires February 14th, 1920. (SEAL) Ray W. Palmatier, Notary Public.

Recorded April 8th., A.D. 1916, at 10:20 o'clock A.M.

*Roy L. Lawrence*  
Register of Deeds,  
*Geo. C. Nitzel*  
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Ira C. Flory and Fanny C. Flory, his wife of the County of Douglas State of Kansas parties of the first part, in consideration of the sum of Twenty six hundred dollars, in hand paid by FIDELITY TRUST COMPANY of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged, do hereby Mortgage and Warrant unto the said FIDELITY TRUST COMPANY the following described real estate situated in the County of Douglas and State of Kansas, to-wit: The Southwest quarter (SW<sup>1</sup>/<sub>4</sub>) of the Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) and The Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) of the Southwest quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Twenty three (23) Township Fourteen (14) Range Nineteen (19) containing 80 acres more or less East of the sixth Principal Meridian, containing in all 80 acres more or less, according to United States Survey.

TO HAVE AND TO HOLD the same, with all the hereditaments and appurtenances thereto belonging, to the said second party and to its successors and assigns forever.

THESE PRESENTS are made to secure the payment of one certain negotiable Bond or Promissory Note this day made, executed and delivered by said Ira C. Flory and Fanny C. Flory, his wife to the said FIDELITY TRUST COMPANY for the sum of Twenty six hundred Dollars, payable on the 1st day of April A.D. 1921, and bearing interest at the rate of six per centum per annum from date, payable semi-annually and evidenced by ten Coupons attached thereto.

The said Bond and Coupons are payable at the office of FIDELITY TRUST COMPANY, Kansas City, Missouri, and each bears interest after maturity at the rate of ten per centum per annum.

The said first parties, however, reserve the right to pay One hundred Dollars or any multiple thereof upon said Bond, or the full amount thereof, on the day any of said Coupons mature, provided thirty days' notice in writing is given to said second party or its assigns, that such payment will be made; and provided further, that in case such partial payments are so made, no sum less than One hundred Dollars of said Bond shall at any time remain unpaid - the making of such partial payments operating to reduce the amount of the Coupons maturing thereafter proportionately to the amount said Bond is reduced.

It is herein agreed particularly as follows: The said first parties shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same becomes delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least \_\_\_\_\_ Dollars, and shall deliver to said second party or its assigns, the policies therefor and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such policies, to the purchaser necessary, the said second party or its assigns, are hereby authorized to make such assignment thereof as the agents or attorneys of the parties of the first part, their heirs or assigns.

In the event of a loss under said policy or policies, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said first parties, or their assigns, and as his or their agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said first parties to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure release of any such statutory lien claims, may pay such taxes or assessments, or may effect such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

NOW THEREFORE, if the amount of said Bond and Coupons be paid when due, and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said Bond shall bear interest from the date of thereof at the

THE FOLLOWING IS EXTRACTED FROM THE ORIGINAL INSTRUMENT:  
\$2600.00  
Received of *Ira C. Flory*  
the sum of *Twenty Six Hundred*  
satisfaction of the within mortgage.  
*Geo. C. Nitzel*  
Notary Public.

For payment in Bank 07 Reg. 115  
Received *Dec 5th*  
*Estelle J. Patterson*  
Notary Public.

Known and known by these presents that *Ira C. Flory* the within named  
1922 has hereby acknowledged the payment of the note by the foregoing mortgage  
secured and mortgage the Register of Deeds of Douglas County, Kansas, to  
*Estelle J. Patterson* discharge the same of record  
in witness whereof I have hereunto set my hand on this 7 day of  
Oct. 11, 1922.  
*Wm. J. M. Truitt*  
Notary Public.