

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (And in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first parties, other wise to remain in full force and virtue.

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

Changes, Erasures and Interlineations made prior to signature.

Wm. M. Ege, (Seal)

Loie A. Ege (Seal)

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, that on this ~~11th~~ day of ~~April~~ 1917, before the undersigned, a Notary Public in and for the said county, personally appeared William M. Ege and Loie A. Ege, Husband and wife, who are to me personally known to be the identical persons who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same.

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

My commission expires October 14, 1919. (L.S.)

Eva H. Neville, Notary Public.

Douglas County, Kansas.

Recorded on April 11th, A. D. 1917
at 3:55 o'clock, P.M.

Little Northrup
Register of Deeds.

Lois R. Walton Deputy.

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Kirby McRill of Tonganoxie, Kansas, party of the first part, in consideration of the sum of Two Thousand Nine Hundred Seventy Five and no/100 Dollars, in hand paid by The Aultman & Taylor Machinery Company, (an Incorporated Company) of Mansfield, Richland County, Ohio, party of the second part, do hereby sell and convey unto the said The Aultman & Taylor Machinery Company, the following described premises, situated in the County of Douglas and State of Kansas, to-wit:

Beginning at a point five (5) rods south of the Northwest corner of Southwest Quarter of Northeast Quarter of Section Nineteen (19) in Township Twelve (12) South of Range Twenty (20) East; Thence East Eighty (80) rods South twenty (20) rods West Eighty (80) rods, North twenty (20) rods to place of beginning, consisting in all of Ten (10) acres more or less, according to Government Survey.

TO HAVE AND TO HOLD, The premises above described, with all the appurtenances there unto belonging, unto the said The Aultman & Taylor Machinery Company, and to its successors or assigns, forever. And the said party of the first part covenants with the said party of the second part, that they have good right to sell and convey said premises; that the said premises are free from encumbrances, that they will warrant and defend the title against the lawful claims of all persons; that they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein; that they will pay to said second party or order, the sum of Two Thousand Nine Hundred Seventy Five and no/100 Dollars with interest thereon from date until paid, according to the terms of four certain promissory notes, described as follows: One Note dated April 6, 1917, due Aug. 1st, 1917, for \$ 750.00; One Note dated April 6, 1917, due Oct. 1st, 1917, for \$ 750.00; One Note dated April 6, 1917, due Aug. 1st, 1918 for \$ 750.00; One Note dated April 6, 1917 due Oct. 1st, 1918 for \$ 725.00; One Note dated ---1917---due---1918---for \$---: One Note dated ---1917---due---1918---for \$---: to secure which, together with all renewals extensions thereof, this conveyance is given.

The first party agrees to pay all taxes and assessments levied upon said real estate before the same becomes delinquent, also all liens, claims, adverse titles and encumbrances on said premises; and if not paid, the holder of this mortgage may, without notice, elect to declare the whole sum of money herein secured due and collectible at once and all money paid by the mortgagee, its successors or assigns, for taxes or assessments, and all lien claims and encumbrances against said land, shall draw interest at the rate of ten per cent per annum, from date of such payment, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste nor removal of buildings, wind-mill or fences or other improvements, and especially no cutting of timber, except for making and repairing fences on the place and such as shall be necessary for fire-wood for use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable.

Said first party further agrees to keep the buildings and improvements situated on said land constantly insured, loss, if any, payable to said The Aultman & Taylor Machinery Company, as its interest may appear, and to its satisfaction and approval, for the full insurable value thereof, and the policy or policies of insurance therefor constantly assigned and pledged and delivered to said The Aultman & Taylor Machinery Company, at its request for further securing said notes and interest thereon. It is also agreed, that in the event of any subsequent sale of this property by said party, or of their failure, neglect or refusal, or of such failure, neglect or refusal of their heirs or assigns, to insure the buildings as hereinbefore agreed, or to reinsure the same, and deliver the policy or policies, properly assigned and pledged, to the said The Aultman & Taylor Machinery Company, at its request, before noon of the day on which any such policy or policies shall expire, or to have such policy or policies duly assigned to the grantees of said first party, then the said The Aultman & Taylor Machinery Company, its successors or assigns, is hereby authorized and empowered to insure or reinsure said buildings for said amount, in such company or companies as it may select, for the benefit of the said Company. The said The Aultman & Taylor Machinery Company, its successors or assigns, may sign all papers and applications necessary to obtain such insurance in

For Release see Book 576 Page 219