

Release.

Know all Men by these Presents,

That in consideration of full payment of the debt secured by a mortgage by A. I. Morten et al dated the 12th day of May, A.D. 1915, which is recorded in Book 40 of Mortgages, page 136, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 15th day of April, A.D. 1919.

(Corp. Seal)

Merchants Loan & Savings Bank,
Lawrence, Kansas.

By F. C. Whipple,
Cashier.

State of Kansas,)
Douglas County,)ss.

Be it remembered, that on this 15th day of April A.D. 1919 before me, W. F. March a Notary Public in and for said County and State, came F. C. Whipple, Cashier of the Merchants Loan and Savings Bank, Lawrence, Ks. to me personally known to be the same person 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.

My commission expires July 24, 1921. (L.S.)
Recorded April 15, 1919.
At 9:00 o'clock A.M.

W. F. March,
Notary Public.

Edith Rosebush
Register of Deeds,
Turner, Iowa
Deputy.

MORTGAGE.

This Indenture, Made this first day of April in the year of our Lord one thousand and nine hundred and nineteen between Edgar F. DeLay and Helene A. DeLay, his wife, of Cameron, in the County of Clinton and State of Missouri of the first part, and Alfred Kersley of Jackson County, Missouri, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of \$12,000.00 Twelve thousand and No/100 Dollars, 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 party of the second part his 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:

All of the south west quarter of section Nine (9), township fifteen (15), Range Twenty nine (21), containing one hundred and Sixty acres.

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 encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$.....Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$12,000.00 Twelve Thousand and No/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the first day of April, 1926, to the order of said second part at the Gates City National Bank, of Kansas City, Missouri, with interest from date at the rate of six per cent per annum, payable annually, as evidenced by seven interest coupons attached to said principal note, for the sum of \$720.00 each.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, of any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

In witness whereof the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Edgar F. DeLay, (Seal)
Helene A. DeLay, (Seal)

Reg # 1320-300 ✓