

Subject to a first Deed of Trust securing note for \$5500.00 with interest at 6 1/4% due January 1, 1930, and a commission note, the unpaid balance of which is \$385.00 payable in seven installments of \$55.00 To HAVE and to HOLD the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part and to its heirs and assigns forever, provided always, and this instrument is made executed and delivered upon the following conditions, to-wit:

WHEREAS G A Ostrander the said party of the first part has this day made executed and delivered to the said party of the second part his promissory note of even date herewith of which the following is a copy.

\$250.00

Kansas City Mo., May 31, 1924

Ninety Days after date I promise to pay to Furgason-Simonds Inv Co. or order Two Hundred and Fifty and No/100 Dollars at office of Furgason Simonds Investment Company 410 Dwight Bldg Kansas City Mo.

For Value received, with interest thereon at six per cent per annum from date until paid, interest payable with prin and if interest be not paid when due same is to become part of the principal and the total sum to bear 8 per cent interest.

(This Note is secured by E 1/4 of NW 1/4 and No 1/2 of NE 1/4 of SW 1/4 of Sec 7 Twp 14 Range 21 Douglas County Kansas)

(COPY)

G A Ostrander

No.-----

Due-----

NOW if the said G A Ostrander 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 this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum 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 party of the first part, his heirs and assigns, and all persons claiming under him, at which sale, appraisal of said property is waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his 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 building erected, and to be erected on said land, 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--own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property and may at his option pay any taxes or statutory liens against said property all of which sums with 8 percent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And, said party of the first part hereby covenant and agree that at the delivery hereof said --he 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 incumbrances and that he 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 claims of all persons whatsoever.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Executed and delivered in presence of,

G. A. Ostrander.

State of Missouri)
County of Jackson) ss;

Be It Remembered That on this 31st day of May A.D. 1924 before me the undersigned, a Notary Public in and for the County and State aforesaid, came, G. A. Ostrander who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

L. S.
Term expires;
April 30, 1925.

Elizabeth A. Doy, Notary Public.

RELEASE.

From New York Life Insurance Co.
To Henry Rohe.

State of Kansas Douglas County, ss;
This instrument was filed for record on the 17th day of June, A.D. 1924 at 10:50 AM.

J. E. Wellman

Register of Deeds

By *J. E. Wellman* Deputy.

(The following is attached to original instrument recorded in Book 51 Page 436)

The Amount secured by this Mortgage has been paid in full, and the same is hereby cancelled, this 9th day of May, 1924.

(Corp Seal)

New York Life Insurance Company.

By: Fred M. Corse.
Frederick M. Corse, Secretary.

H.H.B.
300

Recorded
May 29 1924
G.A. Ostrander
Register of Deeds

A 250-25
Received of G.A. Ostrander
the sum of Two Hundred and Fifty and No/100 Dollars
for the purpose of securing the mortgage on the premises described in the foregoing instrument.
Elizabeth A. Doy, Notary Public
May 31, 1924