

defeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance as shall be specified and directed by the party of the second part, and the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture and shall bear interest at the rate of 10% from the date of payment until fully paid.

This grant is intended as a mortgage to secure the payment of the sum of sixty five hundred and no/100 (\$6,500.00) Dollars according to the terms of one certain written obligation of said sum of money, executed on the 13th day of November 1924 and by the terms made payable to the party of the second part with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided. In the event that said parties of the first part shall fail to pay the same as provided in this indenture, and this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up as provided herein, or if the buildings on said real estate are not kept in as good repairs as they are now or if waste is committed on said premises then this conveyance shall become absolute and the whole sum remaining unpaid and all of the obligations provided for in said written obligation for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part or its attorney to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto and the overplus if any there be, shall be paid by the part, making such sale on demand to the first parties.

It is agreed by the parties hereto that the terms of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend to and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Joseph D. Flory.
Lola M. Flory.

State of Kansas }
County of Douglas. } ss.

Be It Remembered That on this 13th day of November A.D. 1924, before me a Notary Public in the aforesaid county and State came Joseph D. Flory and Lola M. Flory his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

W.H. Ulrich.
Notary Public.

L.S.
My Commission expires on the 4th day of May 1925.

ASSIGNMENT.

From John Fritzel.
To Carrie Shaw.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 28 of Nov., A.D. 1924. At 4:25 P.M.
J. E. Wellman
Register of Deeds.

BY *J. E. Wellman* Deputy.

For Value Received, I hereby sell, transfer, and assign to Carrie Shaw of Los Angeles, Cal. all my right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Q. Roy Metaker to me, which mortgage is recorded in book 59 of Mortgages page 334 in the office of the Register of Deeds in Douglas County Kansas.

In Witness Whereof, I have set my hand this 10th day of January 1920.

John Fritzel.

State of Kansas }
County of Douglas. } ss.

Be It Remembered, That on this 10th day of January 1920 before me, a Notary Public in and for said county and State came John Fritzel to me personally known to be the same person who executed the foregoing instrument 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.

Jennie Watt.
Notary Public.

L.S.
My Commission expires 30th Mch. 1920/