

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 becomes 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 company as shall be specified and directed by the party of the second part, 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 parties 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 repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred and no/100 (\$1,500.00) Dollars, according to the terms of One certain written obligation for the payment 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 repair 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 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 party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend 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) SEAL(
Lola M. Flory) SEAL)

State of Kansas }
County of Douglas } ss:

Be It Remembered, That on this 13th day of Nov, A.D. 1924, before me, 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.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

W. H. Ulrich.

L.S.

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

RELEASE.

From
Kaw Valley State Bank
To
Chas. Gottstein et al

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 10th day of Dec. 1924 at 2:05 P.M.
Don E. Williams
Register of Deeds.

By-----Deputy.

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by Mortgage upon the following described real property, situated in Douglas County, in the State of Kansas, to-wit: Beginning at the South East Corner of Fractional Section 27 Twp 12 Rg 21 East of the South East corner of Fractional Section 27 Twp 12, Rg 21 East of the 6th P.M. thence West 28 rods thence North to the Kansas River, thence along the bank of said River in an Easterly direction to the East line of the Section, thence South to the place of beginning, Containing 30 acres more or less. wherein Chas. Gottstein and Agnes C. Gottstein, his wife, are grantors and Kaw Valley State Bank, Eudora, Kansas, are grantees and dated Feb. 11, 1908, 19-- a copy of which is recorded in Book 46 page 27, in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied, in consideration of which said Mortgage is hereby released.

Witness Corp Seal.

Kaw Valley State Bank, Eudora, Kan.
C. E. Cory, Cashier.

State of Kansas Douglas County, ss:

Be It Remembered That on this 25th day of February, A.D. 1920, before me, the undersigned a Notary Public, in and for the County and State aforesaid, came C.E. Cory, Cashier of the Kaw Valley State Bank, Eudora, Kansas, who is personally known to me to be the same person who executed the within instrument of writing and such person has duly acknowledged the execution of the same.

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

L.S.

August H. Fiehler, Notary Public.
Commission expires Feb. 18, 1922.