

State of Colorado
County of Lincoln, ss.

On this 31st day of July 1925 before me a Notary Public in and for said county, personally came Kate E. Griffith, single, personally known to me to be the same person who executed the above instrument and she duly acknowledged said instrument and the execution thereof to be her free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

L.S.
My Commission expires May 12, 1926.

William D. Owen
Notary Public

From Worthie Horr MORTGAGE.
To Bankers Mortgage Co. of Topeka, Ks.

State of Kansas, Douglas Co. ss,
This instrument was filed for record
on Aug. 8, 1925. At 3:50 P.M.

Dea E. Wellman
Register of Deeds.

This Indenture, Made July 20, 1925 by and between Worthie Horr, a single man, of the County of Douglas, State of Kansas, party of the first part, and the Bankers Mortgage Company of Topeka Kansas, party of the second part:

Witnesseth, That said party of the first part in consideration of the sum of Twenty Three Hundred (2300) Dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party its successors or assigns, the following described real estate situated in the county of Douglas and State of Kansas, to-wit:

Block twenty seven (27) Lot #9 Quivera Addition to Lawrence
Douglas County, Kansas.

The debt secured by this mortgage is further secured by a four thousand six hundred Dollar (\$4600.00) savings bond in the Bankers Mortgage Co. of Topeka, Kansas, No----- payments on the Bonds are twenty eight Dollars and twenty nine cents (\$28.29) per month for one hundred twenty (120) months and are to be credited in Pass Book issued by the company and is agreed that in any default of the monthly payments due on said bond or the interest due on coupon notes, it shall be a breach of these conditions of the mortgage and shall entitle the holder thereof to foreclose the same.

section--- in Township--- Range--- of the sixth principal meridian containing in all---acres according to Government survey.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever. The said party of the first part covenants with the party of the second part that said party of the first part lawfully seized in fee simple of said premises; that he good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that he will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said party of the first part hereby relinquish all his marital and homestead rights and all other contingent interests in said premises the intention being to convey an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said party of the first part, shall pay or cause to be paid to the party of the second part its successors or assigns, Twenty three Hundred (\$2300.00) Dollars on the first day of July 1925 with interest thereon payable semi-annually from July 20, 1925 according to the terms of one promissory bond or notes attached, signed by said party of the first part payable to the order of The Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan is hereby secured is made, said party of the first part expressly agrees to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Party of the first part agrees to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party its successors or assigns, insurance policies on the buildings thereon in companies to be approved by the second party its successors, or assigns for not less than (\$2300.00) with National Board Standard Mortgage Clause attached in favor of the second party its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the party of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum.

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 30th day of December, A.D. 1927
Dea E. Wellman
Register of Deeds

By M. M. Card - Clerk

Recorded Dec. 30 1927
Dea E. Wellman
Register of Deeds

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