

This Mortgage, Made this 26th day of August A. D. 1925, between Elmer E. Cox and Edna Cox his wife of Douglas County and State of Kansas, parties of the first part, and R. D. Combs and Flora M Combs parties of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty Five Hundred and no/100 Dollars to them duly paid, have mortgaged, and hereby mortgage to the parties of the second part, heirs and assigns, all the following described real estate and premises situate in Douglas County, and State of Kansas, to-wit:

Commencing at a point on the West line of the South East Quarter of Sec. 3, Township 13. Range 20, where said West line of said S. E.  $\frac{1}{4}$  is intersected by the South line of the railroad right of way of the A. T. & S. Fe rail way, thence East along the South line of said railroad right of way 2919.18 feet to the West boundary line of Shawnee Indian Reservation, thence South on said West boundary line of Shawnee Indian Reservation 1185.76 feet thence West 2919.18 feet to the West line of the S. E.  $\frac{1}{4}$  of Sec. 3. thence North to the place of beginning, containing 80 acres, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of \$2500.00 with interest thereon according to the terms of one certain note made and delivered by said parties of the first part, dated Aug. 26th. 1925 and payable to the said parties of the second part Sept. 1st. 1930 after date, with interest at the rate of six per centum per annum, payable semi-annually at office of R. D. Combs, Winfield, Kansas.

Said parties of the first part agree to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, profitably when due, and all sums necessary to protect the title and possession of said premises and to keep the buildings on said premises insured against damage by fire and tornado in some company acceptable to said second part for not less than \$ , with loss, if any, payable to the mortgagee as

interest may appear, and on the failure of the parties of the first part to perform any of the agreements, the mortgagee, their heirs and assigns, may pay all such sums and the amount so paid shall be a lien on said premises, collectible in the same manner as the indebtedness hereby secured, with interest at ten per centum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all of the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee, as above set forth, together with interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands the day and year first above written.

Elmer E. Cox  
Edna Cox

State of Kansas, Douglas County, ss:

BE IT REMEMBERED, That on this 3rd day of September, A. D. 1925 before me the undersigned, a Notary Public in and for said County and State, came Elmer E. Cox and Edna Cox his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledge the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

L. S.

F. C. Whipple  
Notary Public

My commission expires Jan. 27, 1927.

#### PARTIAL RELEASE OF MORTGAGE

FROM  
Kaw Valley State Bank, Eudora.

TO  
Chas. F. Hurt:

State of Kansas, Douglas County, ss:  
This instrument was filed for record on this 3 day of Sept.

A. D. 1925, at 4:00 o'clock P.M.

*David E. Williamson*  
Register of Deeds

State of Kansas, Douglas County, ss.

Know all Men by these Presents, That I, C. E. Cory, Cashier of the Kaw Valley St. Bk., Eudora, Kansas, of the County and State aforesaid, do hereby certify that a certain Indenture of Mortgage dated July 1, 1925, made and executed by Charles F. Hurt and Sophia Hurt his wife of the first part to Kaw Valley State Bank, Eudora, Kansas of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 61, page 329, on the 14th day of July, A. D. 1925, is as to the Southwest Quarter (4) of the Northeast Quarter (1) and the South Half (1) of the Northwest Quarter (1) of Section Nineteen (19) Twp. Thirteen (13) Rg. Twenty One (21) in Douglas County, Kansas, Fully Paid, Satisfied, Released and Discharged. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned Mortgage on the remaining land described in said Mortgage, but shall only be construed as a release from the lien of said Mortgage as to the land above described.

Witness my hand this 2nd day of September, A. D. 1925.

Corp  
Seal

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

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 2nd September A. D. 1925, 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, Kans who is personally known to me to be the same person who executed the foregoing release and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

L. S.

Otto A. Durr,  
Notary Public, Douglas County,  
Kansas.

commission expires Feb. 21, 1926.