

And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interests or enforce the rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation exemption or judicial sale of homesteads.

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

Elmer E. Myers
Matilda Myers

In Presence of
Homer F. Wright
T.F. Dawdy

State of Kansas | \$5
Douglas County |

Be it remembered that on this 23 day of Feb. A.D. 1927 before the undersigned J.W. Kreider a Notary Public in and for the county and state aforesaid duly commissioned and qualified, personally came Elmer E. Myers and Matilda Myers his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally 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 written.

J.W. Kreider
Notary Public.

LS
Commission expires Jan 8th. 1930.

From
Gertrude W. Meeder
To
S.D. Moherman

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed Mar. 4
1927, At 9:15 A.M.

Leas. E. Wellman
Register of Deeds.

Rec. No. 2439
Fee Paid 75

This Indenture, Made this 17th day of March in the year of our Lord one thousand nine hundred and twenty five between Phillip G. Meeder and Gertrude W. Meeder his wife of Eudora in the county of Douglas and state of Kansas of the first part and S.D. Moherman party of the second part. Witnesseth, That the said part of the first part in consideration of the sum of \$300.00 Three Hundred Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents does grant, bargain sell and Mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the county of Douglas and state of Kansas, described as follows, to-wit:

The north half (NE $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of section twenty seven (27) Township fourteen (14) range twenty one (21) east of the sixth principal meridian, containing eighty acres more or less.

With the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances. Except one certain mortgage of \$2,200.00 held by the Prudential Life Insurance Company. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns in the sum of not less than \$---Dollars each. and shall deliver the policies to said second party and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant, is intended as a Mortgage to secure the payment of the sum of \$300.00 Three Hundred Dollars according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 17th day of March 1928 to the order of said second party.

And this conveyance shall be void, if such payment be made as is herein specified. But if default be made in such payment of any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Phillip G. Meeder (SEAL)
Gertrude W. Meeder (SEAL)

Signed, sealed and delivered in
the presence of-----.

State of Kansas }
Franklin County }SS

Be it remembered, That on this--day of---A.D. 192 before me a Notary public in and for said county and state came Phillip G. Meeder and Gertrude W. Meeder his wife 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 subscribed my name and affixed my official seal on the day and year last above written.

L.S.--Commission expires Feb. 24, 1928.

H.E. Jewell--Notary Public.