

HARL DOUGLASS STATIONARY CO KANSAS CITY MO 64107

Reg. No. 1703  
F. Paid 8.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3rd day of

May A. D. 1926 At 2:25 P. M.

Register of Deeds.

Deputy.

Floyd Royer-----  
TO

W. F. Brass-----

By

THIS INDENTURE, Made this 1st day of March, 1926, between

Floyd Royer -- and-- Estella Royer, his wife,

of Douglas----- County, in the State of Kansas of the first part, and

W. F. Brass-----

of Douglas----- County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Twenty-six Hundred &amp; No/100 (\$2600.00)----- DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

The Northeast Quarter (NE 1/4) of Section

20, Township 12, Range (18) Eighteen

Douglas County, Kansas-----

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part

have this day executed and delivered one certain promissory note

to said party of the second part, for the sum of Twenty-six Hundred &amp; No/100 (\$2600.00)----- DOLLARS,

bearing even date herewith, payable at Leocompton, State Bank, Leocompton, Kansas, due and payable in five years from date

hereof with interest at 7% per annum, payable semi-annually. DOLLARS,

which said note is attached to and made a part of this indenture.

In witness whereof, the said parties of the first part, have hereunto set their hands and seals, at Leocompton, Kansas, this 1st day of March, 1926.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$8000 with

interest thereon at the rate of five per cent, payable annually, now if default shall be made in the payment of the amount

secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of

said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for

the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage

and shall be secured hereby and shall draw interest at the rate of ten per cent, from the time of such payment, and he may declare this mortgage and note

due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all

unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and

shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said parties of the first part

shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned,

together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall

remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the

taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by

law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become

due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of

the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell

and convey the same, that said premises are free and clear of all incumbrances, except the \$8000 above referred to. It being under

stood that this mortgage is given as the balance of the purchase price.

And that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against

the lawful claims and demands of all persons whomsoever.

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

ATTEST: Floyd Royer

Estella Royer

STATE OF KANSAS,

Douglas County ss.

BE IT REMEMBERED, That on this 23rd day of March

A. D. 1926, before me, the undersigned, a Notary Public in and for said County and State, came

Floyd Royer and Estella Royer, his wife,

L.S. to me personally known to be the same person as who executed the foregoing instrument of writing 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.

My Commission Expires June 24, 1926. C. B. Hosford. Notary Public.

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created, discharged, and the original

As Witness my hand this 27 day of June 1931

J. D. Kessler - Notary Public

SAC. 7th Commission expires January 5 - 1934

This Release was written on the original of the note and is filed in the office of the Register of Deeds, Douglas County, Kansas, this 27th day of June 1931.

W. F. Brass  
J. F. Brass  
Rose Q. Brass

SECOND MORTGAGE

Following is a list of all the mortgages on the original instrument -

1. The first mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$8000.00, on the 1st day of March, 1926. The interest thereon is at the rate of five per cent, payable annually. The mortgage is secured by the real estate described in the foregoing instrument.

2. The second mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

3. The third mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

4. The fourth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

5. The fifth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

6. The sixth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

7. The seventh mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

8. The eighth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

9. The ninth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.

10. The tenth mortgage was given by the Royers to the State Bank, Leocompton, Kansas, for the sum of \$2600.00, on the 1st day of March, 1926. The interest thereon is at the rate of seven per cent, payable semi-annually. The mortgage is secured by the real estate described in the foregoing instrument.