

MORTGAGE RECORD 74

Reg. No. 116

Fee Paid, \$ 5.00

FROM

John Leo Dyer and wife
TO

Lee Colman

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of
March, A. D. 1929, at 10:45 A. M.By *Elie E. Combs* Register of Deeds.
Deputy.THIS INDENTURE, Made this First day of March, in the year of our Lord, one thousand nine
hundred and twenty-nine between

John Leo Dyer and Nettie M. Dyer, his wife

of Ottawa in the County of Franklin and State of Kansas
parties of the first part, and Lee Colman

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand & no/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

North One-Half (1/2) of Southeast Quarter (SE 1/4) of Section Sixteen (16) Township
Fifteen (15), Range Nineteen (19) 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 do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage dated Jan. 5, 1925 to the Union
Central Life Insurance Company for \$4,000.00 recorded Jan. 9, 1925 in Book 67 Page 8.It is agreed between the parties hereto that the parties of the first part shall at 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 become 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 parties of the second part, the loan, if any, made payable to the parties of the second part to the extent of
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 parties 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

Two Thousand & no/100

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of March, 1929.

and by the terms made payable to the parties 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 parties of the second part to pay for any increase 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 payment 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 parties of the second part totake 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 thereon; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 surplus, if any there be, shall be paid by the parties of the first part, on
demand, to the first parties of the first part.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, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal on the 8 day and year last
above written.

John Leo Dyer (SEAL)

Nettie M. Dyer (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF FRANKLIN } ss.BE IT REMEMBERED, That on this 21st day of March, A. D. 1929, before me, a
Notary Public in the aforesaid County and State, cameLegal Seal John Leo Dyer and Nettie M. Dyer, his wife
to me personally known to be the same persons as 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.

My commission expires on the 10th day of December, 1932.

Geo. D. Walter Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 10 day of March, 1930.

Mortgagee, Owner.