Reg. No. __176__

Fee Paid, $__1.75__ C

FROM

Roy Fleming and wife

TO

D. Coen Byrn

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the __1__ day of

__May__ A. D. 19 __29__, at __8:15__ A. M.

Elva E. Armstrong

Register of Deeds.

By_____ Deputy.

THIS INDENTURE, Made this __29th__ day of __April__, in the year of our Lord, one thousand nine hundred and __twenty-nine__ between __Roy L. Fleming and Frances Fleming, his wife__

of __Lawrence__ in the County of __Douglas__ and State of __Kansas__

part __ies__ of the first part, and __D. Coen Byrn__

_____ part __y__ of the second part.

WITNESSETH, That the said part __ies__ of the first part, in consideration of the sum of _____

__Seven Hundred and no/100_____DOLLARS, to __them__ duly paid, the receipt of which is hereby acknowledged, ha____ sold, and by this indenture do_____ Grant, Bargain, Sell and Mortgage to the said part __y__ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning on South line of the North East Quarter of Section Ten (10) Township Twelve (12) Range Nineteen (19), 13 chains and 98 links West of the South East corner of said Quarter Section; Thence North 9 chains; Thence West 11 chains and 11 links; Thence South 9 chains to the South line of said quarter Section 14 chains and 91 links East of the South West corner of said Quarter Section; Thence East 11 chains and 11 links to beginning, 10 acres. Also beginning at the South West corner of the North East Quarter of Section Ten (10), Township Twelve (12), Range Nineteen (19); Thence North 40 chains to the North West corner of said Quarter Section; Thence East on the North line 14 chains and 91 links; Thence South 40 chains to the South line of said Quarter Section; Thence West 14 chains and 91 links to beginning, 59.64 acres more or less, less beginning at the South West corner of the North East Quarter of Section Ten (10) in Township Twelve (12); Range Nineteen (19); Thence North 71 71 Rods more or less to the South bank of the Kansas River; Thence in a Southeasterly direction following the south bank of the said Kansas River to a point 20 rods East of the West line and 50 rods North of the point of beginning; Thence in a southeasterly direction to a point 41 rods East of the point of beginning, Thence West 41 rods to the point of beginning, containing in all 10.50 acres more or less, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part __ies__ of the first part therein.

And the said part __ies__ of the first part do____ hereby covenant and agree that at the delivery hereof __they are__ the lawful owner __s__ of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance _____

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part __ies__ 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 becomes 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 part__y__ of the second part, the loss, if any, made payable to the part __y__ of the second part to the extent of __his__ interest. And in the event that said part __ies__ of the first part shall fail to pay taxes when the same become due and payable and to keep said premises insured as herein provided, then the part __y__ 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 _____

__Seven Hundred and no/100_____DOLLARS,

according to the terms of __one__ certain written obligation ____ for the payment of said sum of money, executed on the _____day of _____ 19 __29__

and by _____ terms made payable to the part __y__ 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 part __y__ of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part __ies__ 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 part __y__ of the second part _____ to take possession of the said premises and all the improvements therein in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the overplus, if any there be, shall be paid by the part __y__ making such sale, on demand, to the first part __ies__

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, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part __ies__ of the first part ha __ve__ hereunto set __their__ hand__and seal __s__ the day and year last above written.

Roy L. Fleming (SEAL)

Frances Fleming (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF __Kansas__ } ss.

COUNTY OF __Douglas__ }

BE IT REMEMBERED, That on this __29th__ day of __April__ A. D. 19 __29__, before me, a __Notary Public__ in the aforesaid County and State, came __Roy L. Fleming and Frances Fleming, his wife__

to me personally known to be the same person __s__ 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 __22__ day of __January__ 19 __33__

Wm. La Coss

Notary Public.

Legal Seal

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 __25th__ day of __August__, 1930.

D. Coen Byrn

Mortgagee. Owner.

This Release was written on the original Mortgage & entered this 25 day of Aug 1930

Elva E. Armstrong

Reg. of Deeds.