MORTGAGE RECORD 76

Reg. No. 1630
Fee Paid, $ 6.50

FROM

The Lone Star Rod and Gun Club

TO

Roy Flory and Mrs. Roy Flory

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of November A. D. 19 31, at 4:30 o'clock P.M.

Elsie E. Armstrong
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 3rd day of October, in the year of our Lord, one thousand nine hundred and thirty between The Lone Star Rod and Gun Club

of Lone Star in the County of Douglas and State of Kansas party y of the first part, and

Roy Flory and Mrs. Roy Flory parties of the second part.

WITNESSETH, That the said party y of the first part, in consideration of the sum of

Two Thousand Six Hundred and Seven ($2607.00- - - - - - - DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does Grant, Bargain, Sell and Mortgage to the said part ies of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northwest corner of the south half of the southwest quarter (¼) of Section 36, Township Thirteen (13) South, Range Eighteen (18) East of the Sixth P. M. Thence South in and along the west line of the Southwest quarter of said Section 36, 765 feet marked by a stone fence, thence South 80° 20 minutes East in and along a wire fence 510.5 feet, thence south two degrees and no minutes east in and along the wire fence 494 feet to a stone fence thence south 89 degrees 34 minutes east in and along said stone fence 367 feet to a steel pin, thence north 48 degrees and 20 minutes east, 1225.5 feet to an iron pipe in a stone fence, thence running in and along said stone fence in a northwesterly direction to its point of intersection with a wire fence running east and west, said point is an iron pipe which is located north 51 degrees and 19 minutes west, 854.07 feet distant from last named pipe, thence north 88 degrees and 50 minutes west in and along said wire fence 1107 feet more or less to the point of beginning and containing 34.761 acres more or less

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

And the said part y of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner 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 y 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 it 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 ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of their interest. And in the event that said part y 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 part ies 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 Six Hundred and Seven ($2607.00) DOLLARS,

according to the terms of one certain written obligation, for the payment of said sum of money, executed on the third day of October 19 30 and by its terms made payable to the part ies of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sums or sums of money advanced by the said part ies 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 y 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 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 ies of the second part to take 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 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 ies 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 y of the first part has hereunto set its hand and seal by its officers and Directors the day and year last above written.

D. F. Smith, Pres.
Walter Nieder Secy.
Charles E. Banning Director
M. A. Childs Director
Frank E. Lutz Director
O. B. Lindell Vice President
E. A. Lindell Director

THE LONE STAR ROD AND GUN CLUB (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on this 3rd day of October A. D. 19 30, before me, a Notary Public in the aforesaid County and State, came D. F. Smith, President; O. B. Lindell, Vice President; Walter Nieder, Secretary; and Charles E. Banning, M. A. Childs, Frank E. Lutz and E. A. Lindell, Directors of The Lone Star Rod and Gun Club 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.

Legal Seal My commission expires on the 18 day of January 19 32

Leta F. Kennedy
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 _____ day of _____, 19___

Mortgagee. Owner.

For Release of Mortgage See Book 111 Page 40