

and thirty two, between Granville Sears Bosworth and Susie Bosworth, husband and wife of Walleville, in the County of Franklin and State of Kansas parties of the first part, and Elizabeth A. Cox party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2,000.00 Two Thousand & No/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do 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:

A part of the North sixty acres of the South East Quarter of Section Thirty Five (35), Township Twelve (12), Range Nineteen (19), described as Commencing at a point on the South Boundary of said 60 acres, 100 rod West of the Southeast corner of said 60 acres, thence North 32 rods, thence East Parallel with the said South Boundary, 100 rod to the Eastern Boundary of said 60 acres, thence North along said Eastern boundary, 17 1/3 rods, thence West parallel with the North boundary of said 60 acres, 60 rods, thence North 10 2/3 rods to said North boundary thence along said North boundary 100 rods to the Northwest corner of said 60 acres, thence south along the west boundary of said 60 acres, 60 rods to the Southwest corner thereof, thence East 60 rods to the place of beginning, in Douglas County, Kansas, containing 36 acres more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do 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 whatsoever. 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 \$ Two Thousand & No/100 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 \$2,000.00 Two Thousand & No/100 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 24th day of February 1937, to the order of said second party her heirs or assigns with interest at the rate of five percent, payable annually with privilege of paying Five Hundred Dollars or any multiple at any interest payment date. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or 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 her 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 party making such sale, on demand, to the said 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.

Signed, Sealed and Delivered in the presence of Granville Sears Bosworth (SEAL) Susie Bosworth (SEAL)

State of Kansas)
Franklin County) SS.

BE IT REMEMBERED, That on this 24th day of February A. D. 1932, before me, a notary public in and for said County and State, came Granville Sears Bosworth and Susie Bosworth, his wife to me personally known to be the same persons 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 Commission expires Aug. 21, 1934 W. W. Rees, Notary Public.

Recorded Feb. 24th, A.D. 1932 at 2:05 P. M.

W. W. Rees, Register of Deeds

PRIORITY AGREEMENT

The undersigned, KAW VALLEY STATE BANK, of Eudora, Kansas, holding a mortgage for \$2,350.00, and interest, on the premises situated in the Counties of Johnson and Douglas, State of KANSAS, recorded in Book 95 Pg 104 Johnson Co. Ke., Bk 76 Pg 410 Douglas Co. Ke., given by WILLIAM SPITZLI and ELLEN SPITZLI, his wife, to KAW VALLEY STATE BANK, of Eudora, Kansas, upon which a mortgage for \$7,500.00, and interest, is about to be extended as to \$5,500.00 balance thereof by the METROPOLITAN LIFE INSURANCE COMPANY, the holder, to WILLIAM SPITZLI and ELLEN SPITZLI, his wife, hereby certifies in consideration of One Dollar paid and to enable said extension to be made and accepted, that said mortgage so to be

The following is a record on the original instrument - The Within Mortgage being true and correct - It is hereby released on the original instrument No. 2 of March 1933 - Elizabeth A. Cox.

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