

Receiving No. 2

MORTGAGE RECORD 80

Reg. No. 1
Fee Paid, \$3.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 14 day of
January A. D. 1935 at 3:20 o'clock P. M.

George Elmer Everley and Dora M. Everley

TO

New Valley State Bank, Eudora, Kansas.

By *Harold W. Beck* Register of Deeds.
Fred W. Kohn Deputy.THIS INDENTURE, Made this 11th day of January, in the year of our Lord, one thousand nine
hundred and Thirty Five between George Elmer Everley and Dora M. Everleyof Eudora in the County of Douglas and State of Kansas
parties of the first part, and New Valley State Bank, Eudora, KansasWITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred Thirty Six
No DOLLARS, to them 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:The South Twenty-Seven (27) feet of Lot Number Nineteen (19), in
Block Numbered One Hundred Thirty Five (135) in the City of Eudora, in
Douglas County, Kansas.

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 owners of the premises above granted, and seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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

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 party of the second part, the loan, if any, made payable to the party of the second part to the extent of its interest. And in the event that
said party 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 party 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 Twelve Hundred Thirty Six - \$1,236.00 - No/100 DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 11th day of January 1935and by its terms made payable to the party 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 party 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 parties of the first part
shall fail to pay the same as provided in this indentureAnd 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 party 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 party of the second part making such sale, on demand, to the first parties.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 parties of the first part have hereunto set their hand and seals the day and year last above
written.

George E. Everley

(SEAL)

Dora M. Everley

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF DouglasBE IT REMEMBERED, That on this 11th day of January A. D. 1935, before me, a
Notary Public in the aforesaid County and State, came George Elmer Everley and
Dora M. Everley,to me personally known to be the same person 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 May 16, 1935

Kelvin Hoover

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 25 day of August, 1941.

(Copy Seal)

New Valley State Bank, Eudora, Kansas
Mortgagee.
Kelvin Hoover V. Pres.

Owner.

This Release
was written
on the original
Mortgage.
entered
this 25 day
of August
1941
Harold W. Beck
Reg. of Deeds.