Receiving No. 4546

Reg. No. 1119
Fee Paid $ 1.00

Receiving No 455...

FROM

Rodney E. Rose

TO

Clement Zillner

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the __3__ _____ day of
July_____ A. D. 19 37 , at 1:25 o'clock P. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this __3rd__ day of __July__ _____, in the year of our Lord, one thousand nine
hundred and __Thirty Seven__ between __Rodney E. Rose__

of __Kansas City, Kansas__ in the County of __Wyandotte__ and State of __Kansas__
part __y__ of the first part, and _____ __Clement Zillner__ _____ part __y__ of the second part,

WITNESSETH, That the said part __y__ of the first part, in consideration of the sum of __Four Hundred & No/100 - - -($400.00)-__
- DOLLARS, to __Him__ duly paid, the receipt of
which is hereby acknowledged, ha __s__ sold, and by this indenture do __es__ 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:

Lot Number Five (5), Block One Hundred Thirty Three (133) in the City of Eudora, Kansas.

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

And the said part __y__ of the first part do __es__ hereby covenant and agree that at the delivery hereof __he 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 __Except a First Mortgage to R. R. Osborne for__
__Five Hundred ($500.00) Dollars__
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 __he 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 __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 __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 _____ - - - - - __Four Hundred & No/100__ - - - - - -
- - - - - - ($400.00) - - - - - - DOLLARS,
according to the terms of __One__ certain written obligation for the payment of said sum of money, executed on the __3rd__ day of __July__ 19 37
and by __its__ 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 __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 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
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 __y__ making such sale, on demand, to the first part __y__.

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 __His__ hand and seal _____ the day and year last above
written.

Rodney E. Rose _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF __Kansas__ }
COUNTY OF __Douglas__ } ss.

BE IT REMEMBERED, That on this __3rd__ day of __July__ A. D. 19 37, before me, a
__Notary Public__ in the aforesaid County and State, came __Rodney E. Rose__
to me personally known to be the same person 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.

(SEAL)

My commission expires on the __16th__ day of __May__ 19 40.

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 __26__ day of __October__ 19 38.

Clement Zillner
Mortgagee. _____ Owner.

This Release
was written
on the original
Mortgage
entered
this ___ day
of _____
19 __

Harold A. Beck
Reg. of Deeds.
_____
Deputy

THIS INDENTURE,
hundred and Thirty-se...

of Lawrence
part ies of the first part, a...

WITNESSETH, That ...
which is hereby acknowledge...
following described real estate...

Lot No. O...
County, Ka...

with the appurtenances and al...

And the said part ies of the...
of a good and indefeasible estate of in...
and that they will warrant and defe...

It is agreed between the partie...
said real estate when the same become...
as shall be specified and directed by th...
said part ies of the first part shall f...
said taxes and insurance, or either, an...
fully repaid.

THIS GRANT is intended as...
Six Hundred ($600,...
according to the terms of __one__
and by __its__ terms made...
money advanced by the said part ...
shall fail to pay the same as provided...

And this conveyance shall be...
or any obligation created thereby, or ...
the buildings on said real estate are not...
and all of the obligations provided for i...
without notice, and it shall be lawful f...
thereon in the manner provided by law...
prescribed by law and out of all mone...
there be, shall be paid by the part ie...
and be obligatory upon the heirs, exe...

IN WITNESS WHERE...
written.

STATE OF __Kansas__
COUNTY OF __Douglas__

(SEAL)

I, the undersigned owner
to enter the discharge of this m...