

FROM  
Irene D. Roberts, a widow,  
TO  
Kaw Valley State Bank, Eudora, Kansas  
By \_\_\_\_\_  
Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 31 day of  
July A. D. 1940, at 4:25 o'clock P. M.  
Neville A. Root  
Register of Deeds.

THIS INDENTURE, Made this first day of July, in the year of our Lord, one thousand nine hundred and forty between Irene D. Roberts, a widow,  
of Lawrence is the County of Douglas and State of Kansas  
party of the first part, and Kaw Valley State Bank, Eudora, Kansas party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirteen thousand and no/100 (\$13,000.00) ----- DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has said, and by this indenture does 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 Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) of Section thirty-four (34), Township twelve (12) South, Range twenty-one (21) East; also The West 46.056 acres of that part of the Southwest quarter of Section 34, Township 12 South, Range 21 East lying North of the right of way of the Atchison, Topeka, and Santa Fe Railway Company; also a tract of land described as: Beginning at a point 925.49 feet West of the Southeast corner of the Southwest quarter of Section 34, Township 12 South, Range 21 East; thence North to the right of way of the Atchison, Topeka, and Santa Fe Railway Company; thence in a Southwesterly direction along such right of way to the West line of said Southwest quarter; thence South to the South line of said Southwest quarter; thence East to the point of beginning.

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

And the said party of the first part do hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted, and seised 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, thereto.

It is agreed between the parties hereto that the party 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 she 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 loss, 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of thirteen thousand and no/100 ----- DOLLARS, according to the terms of TWO certain written obligations for the payment of said sum of money, executed on the first day of July 1940, and by their 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 party of the first part shall fail to pay the same as provided in this indenture, 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 surplus, if any there be, shall be paid by the party of the second part.

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 have to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party of the first part has hereunto set her hand and seal the day and year last above written.

Irene D. Roberts (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS } ss.  
County of DOUGLAS }

BE IT REMEMBERED, That on this 29 day of July A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Irene D. Roberts, a widow,

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.

My commission expires on the 16 day of May 1944.

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 (if record. Dated this 1st day of July 1941,

(Cop. Seal) Kaw Valley State Bank, Eudora, Kansas  
W. E. Morison Mortgagee. Owner.

This Release was written on the original Mortgage entered this 3 day of July 1941  
Neville A. Root  
Reg. of Deeds