FROM

Earl Tuttle & Bess Tuttle

TO

Lee Flory

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the ____4____ day of

November _____ A. D. 19 42 , at 11:10 o'clock A. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this twenty-eigth day of October , in the year of our Lord, one thousand nine hundred and forty-one between Earl Tuttle and Bess Tuttle, his wife,

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and Lee Flory part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of

Five Hundred and no/100 ($500.00) — — — — — DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do 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:

Beginning at a point two hundred fifty-three and one-half (253½) feet on a true line west of a point fifteen hundred and six (1506) feet north of the southeast corner of the northeast one-quarter (NE¼) of Section 1, Township 14, Range 18 at the point of the intersection of the center line of the County Road #175 and #220. Thence South 5° East five hundred ninety (590) feet along center of road #175. Thence South 5° East one hundred fifty (150) feet, Thence South 25°30' East four hundred fifty (450) feet. Thence South 31°30' East three hundred sixty (360) feet. Thence South 81° West eight hundred fifteen and one-half (815½) feet. Thence North 9° East eight hundred twenty-one and one-half (821½) feet. Thence North 67°10' East five hundred sixty (560) feet, containing 12.31 acres more or less.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 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 becomes 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 part y of the second part, the loss, if any, made payable to the party of the second part to the extent of his interest. And in the event that said parties 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

Five hundred and no/100 — — — — — — — — — — — — — — — — DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of October 1941 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 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 party 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 ies of the first part ha ve hereunto set their hand and seal s the day and year last above written.

Earl Tuttle (SEAL)

Bess Tuttle (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF KANSAS } ss.
County of DOUGLAS

BE IT REMEMBERED, That on this 4th day of November A. D. 19 42 , before me, a Notary Public in the aforesaid County and State, came Earl Tuttle and Bess Tuttle, his wife

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.

My commission expires on the 27th day of January 1943 .

(SEAL)

F. C. Whipple
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 1 day of December , 1942.

Lee Flory
Mortgagee. Owner.

This Release was written on the original Mortgage entered this 8 day Dec. 19 4...
Harold A. Beck
Reg. of Deeds