

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

And the said part _____ of the first part do hereby covenant and agree that at the delivery hereof, the legal owner of the premises above granted and sold of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that they will defend and defend the same against all parties making lawful claim thereto or asserting that may be levied or assessed against said real estate when the same become due and payable up to the date of payment of the principal of the second part, less of any made payable to the part _____ of the second part to the extent of _____ of the principal of the second part to the extent of _____ of the principal of the first part shall fail to pay such sum when the same become due and payable, and to keep said premises insured at his own expense; then the principal of the second part may pay said taxes and insurance, or withdraw the amount so paid shall become a part of the indebtedness secured by this instrument, and shall bear interest at the rate of 12% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____ DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the day of _____, A.D. _____, by _____ and by _____ terms made payable to the part _____ of the second part, with all interest accruing thereon according to the terms of said obligation and also to receive any sum or sums of money advanced by the said part _____ of the second part to pay for any insurance, taxes, or other charges, or any taxes with interest thereon as herein provided, in the event that said part _____ of the second part shall fail to pay the same aforesaid by this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained herein fully discharged. It shall be made in such payments or any part thereof or any application created thereby, or interest thereon, as if the lands and real estate are not paid when the same become due and payable, or if the insurance is not kept up, or if the buildings on said real estate which are 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 property herein described and all the obligations provided in this instrument shall be held for 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 shall be lawful for the said part _____ of the second part, to take possession of the said premises and to sell the same in such manner as the holder hereof, may see fit, 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 and described, and all the rights and interests described 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 making such sale, on demand, to the first party.

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

In Witness Whereof, the part _____ of the first part has thereto set his hand and seal the day and year last above written.

W. C. Mercer

(SEAL)

W. C. Mercer

(SEAL)

(SEAL)

STATE OF _____

COUNTY OF _____

Be it Remembered That on this _____ day of _____ A. D. 19_____, before me a Notary Public, in the aforesaid County and State,

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.

W. C. Mercer

Notary Public

My Commission Expires on the _____ day of _____

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Narelle A. Beck Register of Deeds

Recorded October 18, 1947 at 3:45 P.M.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured therby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 8 day of October 1953

Kaw Valley State Bank, Eudora, Kansas

W. C. Mercer, Ex. Vice Pres.

Mortgagor. Owner.

(Corp. Seal)

This release
was written
on the original
mortgage

Oct 19
1953
W. C. Beck
Register of Deeds