

Three-Fourths of an acre in the Northwest Corner of that part of the North-half of the Northwest Quarter lying South of the Lawrence and Topeka paved road in Section 13, Township 12, of Range 17.

The East 22 1/2 acres of the East 40 acres of the West 60 acres of the South half of the Northwest Quarter of Section 13, Township 12, South, Range 17, also beginning at a point 61 rods West of the Southeast corner of the North half of the said Northwest Quarter Section 13; thence West 24 rods, thence North 6 1/2 rods to the South line of the public highway; thence angling East following the South line of said public highway to the point of beginning.

Said part 1e of the first part do hereby covenant and agree that at the delivery of this instrument 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 incumbrances except and that they will warrant and defend the same against all claims whatsoever.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said part 1e of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of the insurable value of the buildings DOLLARS in some insurance company satisfactory to said mortgagee.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said

Leighton F. Schoonover and Dorothy M. Schoonover, his wife have this day executed and delivered one certain promissory note in writing to said party of the second part of which the following is a description :

Dated at Topeka, Kansas, this 24th day of January, 1961, payable to and at The Topeka State Bank, Topeka, Kansas in the sum of Four Thousand Dollars to be paid in installments of \$67.24, interest included, on the 24th day of each month beginning February 24, 1961, and all due and payable on or before the 24th day of January, 1967, with interest as specified in the original note.

/S/ Leighton F. Schoonover
Dorothy M. Schoonover

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, or if insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Leighton F. Schoonover
Leighton F. Schoonover
Dorothy M. Schoonover
Dorothy M. Schoonover

ATT. REV. 9-54
20054 3M 2-60

STATE OF KANSAS, Shawnee COUNTY, ss.

BE IT REMEMBERED, That on this 24th day of January, A. D. 1961, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Leighton F. Schoonover and Dorothy M. Schoonover, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Term expires 12 My Commission Expires December 19, 1962

Ben. H. Abels Notary Public.

KNOW ALL MEN BY THESE PRESENTS: ASSIGNMENT

Recorded January 27, 1961 at 2:45 P.M.

RECEIPT

\$4,000.00 Topeka, Kansas, October 1, 1965
RECEIVED of Leighton F. Schoonover and Dorothy M. Schoonover, his wife the within named mortgagors, the sum of Four Thousand and No DOLLARS, in full satisfaction of the within mortgage. The Topeka State Bank, Topeka, Kansas By G. W. Snyder, Jr., President

(Corp Seal)

File release
Writ written
on the original
mortgage
1961
6th
day
of October
1965

James Beem
Reg. of Deeds
By [Signature]
Deputy