

**THIS INDENTURE** Made this 2nd day of January  
A. D. 19 70 between Eugene L. Hardtarfer and Florence L. Hardtarfer,  
husband and wife.

of Lawrence in the County of Douglas and State of Kansas  
of the first part, and Gleason C. Gregory and H. Maxine Gregory, husband and wife,  
as joint tenants with right of survivorship and not as tenants in common,  
parties of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of  
Nineteen Thousand Four Hundred Eighty-One and 50/100 (19,481.50) -- DOLLARS,  
to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do  
grant, bargain, sell and Mortgage to the said parties of the second part their heirs and assigns forever,  
all that tract or parcel of land situated in the County of Douglas and State of  
Kansas, described as follows, to-wit:  
Lot Nine (9), Block Two (2), University Field Addition, an Addition  
to the City of Lawrence, commonly known as 1728 West 20th Street,  
and  
Lot Ten (10), Block D, Lawrence Heights Addition to the City of  
Lawrence, commonly known as 802 Lawrence Avenue,

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

do hereby covenant and agree that at the delivery hereof they are the lawful owner of  
the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances except a mortgage of record on each property to Capitol Federal  
Savings and Loan Association, Lawrence, Kansas;

This grant is intended as a mortgage to secure the payment of Nineteen Thousand Four Hundred Eighty-  
One and 50/100 Dollars, according to the terms of 1 certain promissory note this day executed and delivered by the  
said parties of the first part to the  
said parties of the second part, one such note in the sum of \$19,481.50 representing  
principal

and this conveyance shall be void if such payments be made  
as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if  
the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due  
and payable, and it shall be lawful for the said part ies of the second part their executors, administrators  
and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by  
law, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together  
with the costs and charges of making such sale, and the over plus, if any there be, shall be paid by the part making  
such sale, on demand to said parties of the first part.

their heirs and assigns

In Witness Whereof, The said part ies of the first part have hereunto set their  
hands and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Eugene L. Hardtarfer (SEAL)  
Florence L. Hardtarfer (SEAL)

STATE OF KANSAS,  
DOUGLAS County

BE IT REMEMBERED, That on this 2nd day of January, A. D. 19 70  
before me, the undersigned a Notary Public  
in and for said County and State, came Eugene L. Hardtarfer and  
Florence L. Hardtarfer, husband and wife

to me personally known to be the same person who executed the foregoing instrument  
of writing, 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 August 21 19 73

Linda L. Harding Notary Public

Recorded March 20, 1970 at 4:06 P.M.

James Beam Register of Deeds

Partial  
for Release of Mortgage see Book 219 Page 898