

Made this 9th day of March in the year of our Lord, one thousand nine
between E. S. Landis and Estelle J. Landis his wife

hundred nine _____ day of March in the year of our Lord, one thousand nine
between E. S. Landis and Estelle J. Landis, his wife
of _____ in the County of Douglas and State of Kansas, of the first part, and
People's State Bank of Lawrence, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Two Thousand Eight Hundred Dollars \$2,800.00 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 party of the second part, to assign forever, all that tract or parcel of land situated in

County of Douglas and State of Kansas, described as follows, to wit:
Beginning at a point 18 feet south of North east corner of south of
South East quarter (7) section thirty five (35) Township Thirteen (3)
Range nineteen (19) thence running west (38 rods thence south
(14) rods and 14 feet; thence west 6 rods; thence North 6 rods;
thence west 6 rods; thence North 1/2 rods to quarter section line
thence west along the quarter section line to North west corner
of said quarter section; thence south to the south west corner
of said quarter section; thence east to south east corner thereof
and thence North to beginning, containing 108 acres more or
less.

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

W. S. Sanders and Stella Sanders, his wife hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized 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 claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Ninety Eight Hundred and 00/100 Dollars, according to the terms of a certain promissory note this day executed by the said parties of the first part Frank Thierion to the said parties of the second part.

note being given for the sum of Twenty Eight Hundred Dollars,
dated Mich 9, 1909, due and payable in Five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party 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 the said mortgagee, in the sum of Five Hundred and no DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, interest thereon shall be assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable not at the option of the party of the second part; and it shall be lawful for the party of the second part it executor, administrators, assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part it seller person or persons and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said seller person or persons.

the said E. S. Landis, his heirs and assigns.

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

Signed, Sealed and Delivered in Presence of

E. L. Landis (SEAL)
Estelle J. Landis (SEAL)

State of Kansas, _____ County, ss.

BE IT REMEMBERED, That on this 9th day of March A. D. 1909, before me
Frank E. Burke a Notary Public in and for said County and State came Estella J. Landis and
Estella J. Landis, his wife
to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Nov. 8th 1966 (L.S.) Frank G. Banks Notary Public

Filed for Record the 13th day of March, A. D. 1909, at 2⁴⁴ o'clock P. M.

By _____ Deputy.

Wm. L. Lawrence
Register of Deeds.

The following is enforced on the original instrument,
The note herein described having been paid in full, this mortgage is hereby
and the lien thereby created discharged

This Release
was written
on the original
Mortgage .
entered
this 20 day
of Oct
19 37
Frederick A. Beak
Reg. of Deeds.
Richard Heddon
Deputy

Faith A. Beak
 Reg. of Deeds.
B. Ruth Nelson
 Deputy

For assignment see Book - Page 8
For Assignment SEE Book - Page 8