

ATTEST:

Janice Beem  
By: Sue Neustifter  
Register of Deeds

WITNESSETH, That the said part.....of the first part, in consideration of the sum of.....  
*Twenty - Four Hundred (\$2,400.00)*

in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate situate in the County of \_\_\_\_\_ and State of \_\_\_\_\_, to wit:

*The South East Quarter (1/4) of Section Thirti-one (31) Township Eleven (11) Range Eighteen (18) in Douglas County, Kansas.*

This mortgage is subject to the first mortgage given to  
Fidelity Savings Trust Company of \$500.00 recorded in  
Book B 4 Page 341, and the second mortgage to  
the same parties of \$500.00 recorded in Book B 4 Page 345  
recorded at Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenant.....that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of.....

assigns the principal sum of Twenty Four Thousand (\$24,000.00) Dollars,  
on the twentieth day of August A. D. 1988, with interest thereon at the rate of seven percent per annum  
payable semi-annually on the twentieth days of August and February in each year,  
together with interest at the rate of ten percent per annum on any installment of interest which shall not have been paid when due, and on said principal  
sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and coupon interest notes  
~~hereto attached bearing even date herewith~~, executed by said parties of the first part and payable to the party of the second part or its order at the  
place of said company in Lawrence, Kansas, or such other place as the legal holder of the principle note may in writing designate, which note represents  
a just indebtedness and an actual loan from the party of the second part to the party of the first part; and shall perform all and singular the covenants  
herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain  
in full force and effect.

And the said debtor of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenant..... and agree..... to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$2,000,000 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such defaults, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

Edw. P. Harris W.  
Corina J. Vausbinder  
Charles H. Vausbinder

STATE OF KANSAS,  
County of Shawnee } ss:

County of San Diego, State of California, day of August, A. D. 1993, before me, the undersigned, a Notary Public in and for said County and, personally appeared Edward P. Harris Jr. unmarried and a husband and Hausbinder and Howard H. Hausbinder her husband known to me to be the same person s named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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. 17. 1926*

Filed for Record on the 16<sup>th</sup> day of August, A. D. 1923, at 11:45 o'clock A. M.

ATTEST:

Janice Beeme  
Register of Deeds

I, Lucille E. Allison, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a judgement of foreclosure in the above captioned cause was recorded as made by said District Court on the 15th day of January, 1965, and that the same is fully disclosed in the public records of said court. Witness my hand this 15th day of January, 1965.

*Lucille E. Allison* Clerk of District Court

{  
 - Kept and in error  
 - George E. Allison, Clerk  
 4-15-65  
 day's notes  
 Pocket X Page  
 28

I Lucille E. Allison, Clerk of the District Court, Douglas County Kansas do hereby certify that a judgement of foreclosure of the mortgage herein was made by said District Court on the 9 day of November 1920 and that the same is duly recorded in Book 67 page 182-20 of the records of said court.

Witness my hand this 14 day of October 1915

Lucille E. Allison, Clerk of District Court