

State of Kansas, ()
Douglas County, ss.

Be It Remembered, That on this 9th day of March A.D. 1923 before me the undersigned, a Notary Public in and for the county and State aforesaid, came C.E. Cory Cashier Kaw Valley St. Bk. to me personally known to be the same person who executed the foregoing instrument of writing and such person 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.

L.S.
Commission expires Feb. 21 1926.

Otto A. Durr.
Notary Public.

From.
R.B. Pardee.

MORTGAGE

To
Citizens State Bank.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 16th day of April A.D. 1924. At 8:10 A.M.

Charles H. McLaughlin - Register

This Indenture, Made this 31st day of March in the year of our Lord nineteen hundred twenty four between R.B. Pardee and Etta Pardee, his wife of Richland in the county of Shawnee and State of Kansas of the first part, and The Citizens State Bank, Lawrence, Kansas, of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Two Hundred and no/100 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 his 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: The east twenty (20) acres of the northeast quarter (1/4) of the southeast quarter (1/4) of section seven (7) Township Fourteen (14) Range Eighteen (18); the northwest quarter (1/4) of Section Seventeen (17) Township Fourteen (14) Range Eighteen (18); the southwest quarter (1/4) of section eight (8), Township Fourteen (14) Range Eighteen (18) less the following described tract of land, viz: Beginning 5.56 chains south of the northwest corner of said quarter (1/4) section, thence south 2.36 chains, thence north 66°12 minutes east 1.75 chains, thence west 73° East 3.30 chains, thence north 2.62 chains, thence West 4.79 chains to beginning, containing one (1) acre more or less (School Lot).

Also a part of the southwest Forty (40) acres of the northwest quarter (1/4) of section Eight (8), commencing Forty (40) rods west of the Northeast corner running thence twenty (20) rods west; thence south eighty (80) rods; thence east twenty (20) rods; thence North Eighty (80) rods to the place of beginning, containing 10 acres more or less - LESS the North six and one-half (6 1/2) acres thereof, deeded to Orville E. Thurber;

Also beginning at the southeast corner of the northwest quarter (1/4) of Section Eight (8) thence North with east line of said quarter (1/4) section eight (8) to the center of Public Road about Twenty six (26) rods; thence west with said road thirty six (36) rods; thence south about twenty six (26) rods to the south line of said quarter (1/4) section eight (8); thence east with said line thirty six (36) rods to place of beginning, containing six (6) acres more or less.

Also the south twenty-eight (28) rods of the following described real estate: A part of the southwest fractional quarter (1/4) of the northwest quarter (1/4) of section eight (8) commencing sixty (60) rods west of the northeast corner of said southwest fractional quarter (1/4) of the northwest quarter (1/4) of section eight (8); thence running west twenty (20) rods; thence south eighty (80) rods; east twenty (20) rods; thence North eighty (80) rods to beginning.

Also beginning at the southeast corner of the northeast quarter (1/4) of section seven (7) and running along the line between the Northeast quarter (1/4) and the southeast quarter (1/4) of said section seven (7) for a distance of forty (40) rods; thence North to the Carnahan Road No. 266 established October 10, 1850; thence in an Easterly direction along the line of said road to the east line of the northeast quarter (1/4) of said section seven (7); thence south along the line of the northeast quarter (1/4) of said section seven (7) to point of beginning, being one acre more or less; All Above Being in Township Fourteen (14), Range Eighteen (18), East of the Sixth (6th) Principal Meridian.

Parties of the first part hereby expressly waive the eighteen month redemption under the Kansas Law in the event of foreclosure, and hereby expressly waives the benefit of the exemption and appraisal laws of the State of Kansas, with all the appurtenances, and all the estate, title and interest of the said parties 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 indisputable estate of inheritance therein, free and clear of all incumbrances save a mortgage of \$6500 to the Central Trust Company, Topeka, Kansas. This grant is intended as a mortgage to secure the payment of the sum of, ----- Dollars according to the terms of one certain note this day executed and delivered by the said Parties of the first part to the said party of the second part due September 30, 1925, and drawing 6% interest from date 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 party of the second part his 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, or demand, to the parties of the first part their heirs and assigns.

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

Signed, sealed and delivered, in
Presence of-----

State of Kansas ()
Douglas County, ss.

Be It Remembered, That on this 31st day of March A.D. 1924 before me A.F. McClanahan a Notary Public in and for said county and State came R.B. Pardee to me personally known to be one of the persons 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.

L.S.
My Commission expires April 20, 1925.

A.F. McClanahan
Notary Public

State of Kansas, Douglas County, ss. Be It Remembered, That on this 31st day of March, 1924, before me, Bertha Ulrich, a Notary Public, and for said county and State came R.B. Pardee, wife of R.B. Pardee, to me personally known to be one of the persons 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 March 1st, 1925.
Bertha Ulrich, Notary Public.

7-10-1924
The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 18th day of March A.D. 1925.
Charles H. McLaughlin
Register

For Assignment See Book 67, Page 68.