

SAML. DODGE NORTH PLATINUM CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

Aug A. D. 1926, at 4:20 P. M.

Register of Deeds.

Deputy.

Mary Petherbridge

TO

W.A. Simon

By

THIS INDENTURE, Made this 18th day of August, in the year of our Lord, one thousand nine hundred and twenty six

Mary Petherbridge and Ripley M. Petherbridge her husband

of Basehor in the County of Leavenworth and State of Kansas
part y of the first part, and W.A. Simon part y of the second part.

WITNESSETH, that the said part ies of the first part, in consideration of the sum of Twenty five Hundred & 00/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing on the west line of Ohio Street in the city of Lawrence, 150 feet north of the northwest corner of Ohio & Hancock (now 12th) streets; thence north 75 feet; thence west 125 feet; thence south 95 feet; thence east 125 feet to the place of beginning, being in the southwest quarter of section 31 Township 12, range 20 in said city of Lawrence, Douglas County, Kansas.

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

And the said part ies 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 such as shall be paid off by the proceeds of this loan

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his interest. And in the event that said part ies of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty five Hundred & 00/100 DOLLARS.

according to the terms of One certain written obligation for the payment of said sum of money, executed on the 18th day of August 1926.

and by its terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part ies of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this covenant shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part ies.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part ies of the first part have hereunto set their hand and seal the day and year last above written.

Mary Petherbridge (SEAL)

Ripley M. Petherbridge, (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Leavenworth ss.

BE IT REMEMBERED, That on this 20 day of August A. D. 1926, before me, a the undersigned in the aforesaid County and State, came

Mary Petherbridge & Ripley M. Petherbridge her husband

LS to me personally known to be the same person who executed the foregoing instrument 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 on the 16 day of July 1930 Frank Lallier Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 19th day of August 1935.

W.A. Simon Mortgage. Owner.

Continuation of Mtg. See Vol. 77 - Page 342

This Release
is to be
signed and
dated
19th
August
1935

Harold Kish
Notary of Kansas
Frank M. Kiffin