

MORTGAGE RECORD 69

RANK, BODE NORTH STATIONERY CO KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20 day of

Dec. A. D. 1926, at 2:20 P. M.

Lea E. Weisman
Register of Deeds.

By Deputy.

Reg. No. 224

Bernard Klass

Fee Paid 1.00

THIS INDENTURE, Made this 18th day of December, in the year of our Lord, one thousand nine hundred and twenty six between
Leona M. Payne and William Payne her husband

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and Bernard Klass part 2nd of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of
Four Hundred & no/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 2nd of the second part,
to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Commencing at a point 16 rods west of the south east corner of the north west quarter
of the south west fractional quarter of section twenty nine (20) in Township no.
twelve (12) south of range no, twenty east (20) of the sixth P.M. thence running
north 20 rods thence west 8 rods thence south 20 rods; thence east 8 rods to the place
of beginning containing one acre of land more or less all in that part of the city
of Lawrence known as North Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st 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 seised of a
good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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

It is agreed between the parties hereto that the part 1st 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 becomes due and payable, and that they will 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 2nd of the second part, the less, if any, made payable to the part 2nd of the second part to the extent of his
interest. And in the event that said part 1st 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 2nd 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 paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Four Hundred & no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 18th day of December 19 26
and by its terms made payable to the part 2nd 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 2nd 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 1st
of the first part shall fail to pay the same as provided in this indenture.

And this conveyance 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 a waste is committed on said premises, then this conveyance 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 2nd 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 prescribed 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
overplus, if any there be, shall be paid by the part 2nd of the second part making such sale, on demand, to the first part 1st of the first part.

It is agreed by the parties hereto that the benefits 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 survivors of the respective parties hereto.

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

Leona M. Payne (SEAL)

William Payne (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 20th day of December A. D. 19 26, before me, a

Notary Public in the aforesaid County and State, came

Leona M. Payne and William Payne her husband

to me personally known to be the same person as 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 10 day of April 1927 A.F. Plinn 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 day of June 18, 1930 19

Bernard Klass

Mortgage. Owner.

This Release
was written
on the original
Mortgage
entered
this day
of June
1930
at Lawrence,
Kans.

Edw. S. Conaway
Reg. of Deeds.

County